Labour Law

Author:
Verena Rošic Feguš

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Author: assoc. prof. Verena Rošic Feguš, Ph.D. (New university, European Faculty of Law)

Reviewers: prof. Arne Marjan Mavčič, Ph.D. (New university, European Faculty of Law),
assoc. prof. Sara Ahlin Doljak, Ph.D. (New university, European Faculty of Law)

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Author:
Verena Rošic Feguš

Nova Gorica, 2023

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VERENA ROŠIC FEGUŠ

Abstract The Study Manual Labour Law is the result of classes and practical examples of the course „Labour law“ at the European Law Faculty, New University and serves as a study tool. At the beginning, the Manual explains the position of labour law in national, European and international framework. This is followed by description of fundamental elements of the employment relationship and explanation of institutes and concepts of individual labour law. In the scope of collective labour law, the Manual represents and explains the strike, collective agreements and workers participation in management in accordance with Slovenian legislation currently in force. At the end, each chapter includes questions for revision and additional literature, whereas at the end of the Manual there is a list of possible additional research activities in the field of labour law and topics of theses.

Keywords: • labour law • employee • employer • employment contract • individual labour law • collective labour law.

AUTHOR: Verena Rošic Feguš, Ph.D, assoc. prof., New University, European Faculty of Law
Delpinova ulica 18b, 5000 Nova Gorica, Slovenia, e-mail: verena.rosic.fegus@epf.nova-uni.si

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Table of contents

Introduction

Dear students,

issues and questions related to labour law are part of everyday of almost every active inhabitant. Knowledge of national, European and international labour law regulation is therefore crucial for implementation and enforcement of labour law rights. The latter is the main objective of the course Labour law in the scope of undergraduate study at European Law Faculty, New University.

The text before you is the result of classes and practical examples of the course „Labour law“ at the European Law Faculty, New University. It includes explanation of basic terms, concepts and labour law institutes and serves as a study tool. Its purpose is not to replace mandatory study literature and classes in the scope of the study and shall be used together with the literature of the course and additional study materials published in e-Moodle.

I wish you success in your study!

Assistant Professor Verena Rošic Feguš, PhD

Fundamental Characteristics of Labour Law and Definition of Basic Concepts

1 The Labour Law Framework

The Labour law may be divided into three subsections, each with their own characteristics and legal sources:

1) **Individual Labour Law** = includes all legal rules relating to the relationship between an employer and a worker.

SOURCES**:** Employment Relationships Act (in Slovenian language Zakon o delovnih razmerjih, ZDR-1, Official Gazette of RS No. 21/13 with amendments; in force since 12th March 2013, before that ZDR (24th April 2002 until 12 March 2013 or 24th May 2016), reasonable application of general rules of civil law (the Obligation Code, OZ));

2) **Collective Labour Law** = deals with collective bargains (relationship between association of workers and association of employers, strike, the right of workers to participate in management, representativeness of trade union).

SOURCES: Collective Agreements Act (in Slovenian language: Zakon o kolektivnih pogodbah, ZKolP, Official Gazette of RS No. 43/06, 45/08 – ZArbit), Strike Act (in Slovenian language Zakon o stavki, ZStk, Official Gazette of the SFRJ, No. 23/91), Representativeness of Trade Unions Act (in Slovenian language Zakon o reprezentativnosti sindikatov, ZRSin, Official Gazette of RS No. 13/93), Workers Participation in Management Act (in Slovenian language Zakon o sodelovanju delavcev pri upravljanju, ZSDU, Official Gazette of RS No. 42/07- official consolidated text and 45/08-ZArbit);

3) **Procedural Labour Law** = rules for resolving individual and collective labour disputes (judicial and extrajudicial dispute resolution).

SOURCES: Labour and Social Courts Act (in Slovenian language Zakon o delovnih in socialnih sporih, ZDSS-1, Official Gazette of RS No. 2/04 with amendments), subsidiary application of Civil Procedure Act (in Slovenian language Zakon o pravdnem postopku, ZPP, Official Gazette of RS No. with amendments); Mediation in Civil and Commercial Matters Act (in Slovenian language Zakon o mediaciji v civilnih in gospodarskih

zadevah, ZMCGZ, Official Gazette of RS No. 56/08), collective agreements (for example branch collective agreement – calming, arbitration, procedural prerequisite of a judicial procedure).

2 Sources of Labour Law

- **International**
  - Universal: UN (GDHR, ICESCR etc.) + conventions and recommendations of the ILO
  - Regional: Council of Europe (European Social Charter)

- **Supranational** (EU: Treaties, Regulations, Directives)

- **National**
  - Heteronomous (Constitution of the RS – human rights and freedoms in the area of work, Articles 14., 34., 35., 49., 75. 76., 77. of the Constitution, statues and regulations);
  - Autonomous (collective agreements, agreements, general acts of the employer).

In certain aspects labour Law touches also other legal disciplines. For example, certain issues regarding the employment of civil servants fall in the area of Administrative law; further, in the case of statutory changes of the company – employer provisions of the Comparative law have to be taken into account. The same is true when concluding a contract of employment with the Director. Also, Criminal Law includes provisions relevant to Labour Law, namely the Special part of the Criminal Code defines criminal acts against employment relationship and social security, whereas in the General part of the same Code provisions concerning intent to commit an unlawful act, negligence or exclusion of liability may be relevant.

Basic Concepts of Individual Labour Law and Their Characteristics

1 Elements of an employment relationship

Individual Labour Law regulates the relationship between a worker and an employer on the basis of a contract of employment. It is:

- a bilateral contractual relationship,
- legal ground of the relationship is a concluded contract of employment.

An employment relationship is thus a relationship between a worker and an employer whereby the worker integrates voluntarily into the employer's organised working process and in which, in return for remuneration, he continuously carries out work in person according to the instructions and under the supervision of the employer.

Elements of an employment relationship are:

- voluntariness,
- integration into organised working process (a worker works in defined and organised working process; such process enables work being bound to certain working hours, place of work, means of performance of work and contract),
- work is carried out for remuneration (a worker works for agreed payment; remuneration is fundamental obligation of an employer),
- work is carried out in person (personal relationship between an employer and certain worker, which presupposes a level of trust between parties),
- work in carried out continuously (continuous, long-term working activity),
- a worker works according to the instructions and under supervision of an employer (a worker is in an inferior position in relation to an employer; such inferiority is basic characteristic and the most important element of an employment relationship).

Basic characteristics of an employment contract are:

- contract for pecuniary interest,
- not necessarily written contract,
- contract for personal performance of work,

- long term contract where time period is not of an essence (continuous work),
- contract with elements of seniority (different from contracts of civil law).

Worker = any natural person who has entered into an employment relationship on the basis of a concluded contract of employment.

Employer = any legal or natural person or any other entity, such as a state authority, local community, subsidiary of a foreign company or a diplomatic or consular mission, that employs workers on the basis of contracts of employment.

Due to their legal protection guaranteed by contract of employment persons with concluded contract of employment have substantially different status from persons carrying out work on the basis of contracts of civil law (contract of work (Obligation Code, OZ), copyright contract (Copyright and Related Rights Act, ZASP), work of students, work of retired persons, Business Cooperation Contract between Ltd and individual entrepreneur or individual entrepreneur and individual entrepreneur). These do not enjoy labour law protection and do not have rights guaranteed by labour law legislation.

Situation is similar also in regard to persons carrying out personal complementary work = household help and similar work, other minor works, where the work is carried out for a natural person. Mostly this category includes making of artisanal and artistic products, making of other products that are mainly made by hand or by traditional procedures, sale and harvesting and sale of forest fruits and herbs. The work is notified to the AJPES (Agency of the Republic of Slovenia for Public Legal Records and Related Services), persons obtain a document on the basis of which they are allowed to perform personal complementary work. The main characteristic off such work is that a remuneration shall not exceed three average wages in the Republic of Slovenia in previous calendar year, whereas accounting period is a period of six months - thus, in period of six months a remuneration shall not exceed three average wages.

The Employment Relationships Act expressly prohibits conclusion of civil law contracts when elements of employment relationship exist (status of hidden employment relationships).

Application of the Employment Relationship Act as s basic statute in the field of Individual Labour Law:

- for employment relationships between employers who have their registered office or residence in the Republic of Slovenia and workers employed with them;
- for employment relationships between foreign employers and workers concluded on the basis of a contract of employment in the territory of the Republic of Slovenia;

- for workers posted to the Republic of Slovenia by a foreign employer on the basis of an employment contract concluded under foreign law (+ Transnational Provision of Services Act + Employment, Self-employment and Work of Foreigners Act);
- for employment relationships of workers employed with state authorities, local communities and institutions, other organisations and private undertakings carrying out public services;
- for employment relationships of mobile workers and seafarers, if not determined otherwise by a special act.

2 Prohibition of unequal treatment (prohibition of discrimination)

At the beginning of its provisions the Employment Relationships Act determines the prohibition of discrimination. The provision is grounded in general prohibition of discrimination embodied in the Constitution of the Republic of Slovenia and international act of equal treatment and equal opportunities for men and women. Article 6 of the Employment Relationships Act therefore determines that employers must ensure that candidates being given access to employment or workers during their employment relationship and in connection with the termination of employment contracts are afforded equal treatment, irrespective of their nationality, race or ethnic origin, national or social background, gender, skin colour, state of health, disability, faith or beliefs, age, sexual orientation, family status, trade union membership, financial standing or other personal circumstances in accordance with the Employment Relationships Act, the regulations governing the implementation of the principle of equal treatment and the regulations governing equal opportunities for women and men.

Characteristics:

- definition of discrimination = each form of direct or indirect unequal treatment due to personal circumstance (nationality, gender, age, skin colour, disability, faith or beliefs or other personal circumstances creating an identity of an individual);
- employer's obligation to ensure equal treatment for both candidates and workers, especially regarding access to employment, promotion, training, education, re-qualification, salaries and other benefits from the employment relationship, absence from work, working conditions, working hours and the cancellation of employment contracts;
- the concept of discrimination is objective: the intent to discriminate is irrelevant;
- direct and indirect discrimination are prohibited:
  - direct discrimination = when, owing to a certain personal circumstance, a person was, is or could be treated less favourably than another person in an identical or similar situation;
  - indirect discrimination = when, owing to an apparently neutral regulation, criterion or practice, a person with a certain personal circumstance was, is or could be placed in a less favourable position than another person in an identical

or similar situation or condition, unless such regulation, criterion or practice is justified by a legitimate objective and the means for achieving that objective are appropriate and necessary;

- any instructions for discrimination against a person on the basis of any personal circumstance are also examples of direct or indirect discrimination;
- discrimination is also less favourable treatment of workers in connection with pregnancy or parental leave;
- differing treatment based on any personal circumstance referred shall not constitute discrimination if, owing to the nature of the work or circumstances in which the work is performed, a certain personal circumstance might represent a significant and decisive condition in respect of the work, and such a requirement is in proportion to and justified by a legitimate objective;
- in accordance with Article 24 of the Health and Safety at Work Act an employer shall adopt all measures necessary to prevent any forms of ill-treatment, violence, harassment and bullying, whereas in accordance with Article 47 of the Employment Relationships Act an employer must ensure save working environment in which no worker is subjected to sexual or other harassment or bullying (in practice employers accept regulations in this regard);
- in the event of violation of the prohibition of discrimination = the employer is liable for compensation under the general rules of civil law;
  - burden of proof that there was no discrimination lies with an employer;
  - a worker must cite facts giving grounds for the suspicion that the prohibition of discrimination has been violated;
  - compensation – special form of non-pecuniary damage – compensation for mental distress suffered owing to unequal treatment (Article 8 of the Employment Relationships Act). The compensation must be effective and proportional to the damage suffered and it must discourage the employer from repeating the violation;
  - persons who help victims of discrimination may not be exposed to unfavourable consequences as a result of actions aimed at fulfilling the prohibition of discrimination.

3 Prohibition of sexual and other harassment and workplace bullying

Beside discrimination the law expressly prohibits harassment and workplace bullying.

Characteristics:

- harassment = any undesired behaviour associated with any personal circumstance with the effect or intent of adversely affecting the dignity of a person or of creating an intimidating, hateful, degrading, shaming or insulting environment and is understood as discrimination;

- workplace bullying (also mobbing) = any repeated or systematic objectionable or clearly negative and offensive treatment or behaviour directed at individual workers at the workplace or in connection with work;
- elements of mobbing (there is no uniform definition): existence of an attacker and a victim, which is incapable to defend herself; the attacker is in superior or inferior position; the attack insults personal dignity, health, security, career or happiness of a target (victim);
- rejection of action or behaviour may not serve as a ground for discrimination in employment or work;
- existence of sexual or other harassment =the employer is liable for compensation under general rules of civil law;
  - burden of proof and burden of facts the same as in case of discrimination;
  - compensation – special form of non-pecuniary damage – compensation for mental distress suffered owing to failure to provide protection against sexual or other forms of harassment or workplace bullying.

4 Employment relationship and contractual autonomy of the parties

Although contractual autonomy of the parties is one of fundamental rules of contractual law, in the scope of employment relationship such autonomy is limited.

When entering into an employment contract, during the employment relationship or when terminating an employment contract, the employer and the worker must follow the provisions of the Employment Relationships Act and other Acts, ratified and published international treaties, and other regulations, collective agreements and employer's general acts.

First of all, the autonomy of the employer is limited in the process of employment. In general, the employer has the right to freely choose a candidate he wants to employ, however he has to take into account the prohibitions provided by law, such as prohibition of discrimination or priority right to employment. An employer must also take into account provisions regarding protection of certain categories of workers.

Secondly, also when termination of employment relationship is considered, the autonomy is limited. The employer may cancel the contract of employment only on grounds and under conditions provided by the law, cancellation of employment contract being ultima ratio. A worker or an employer may extraordinarily cancel an employment contract only on grounds provided by the law.

When determining the content of the contract of employment and by determination of rights and obligations arising from an employment relationship both parties are limited by mandatory protective national and international provisions and other autonomous sources. Statutory rights shall not be limited, derogated or minimised. If a provision in an employment contract is contrary to the general provisions on minimum rights and

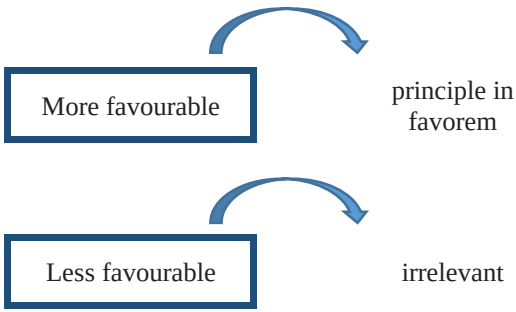
obligations of contracting parties laid down in the statute, collective agreements and/or employer's general acts, the provisions of the act, collective agreement and/or employer's general act which partly lay down the content of an employment contract shall be used as a constituent part of the employment contract.

The Employment Relationships Act determines minimal standards of an employment relationship, collective agreements, employer's general acts or contract of employment shall only determine more favourable rights for the worker.

Exception: third paragraph of Article 9 of the Employment Relationships Act and Article 4 of the Collective Agreements Act – rights may be determined otherwise.

Basic principle of labour law = principle in favorem: the statute determines minimum level of rights, each hierarchically lower act may determine greater scope of rights from hierarchical higher act. This holds true in relationship between the Employment Relationships Act and collective agreement, collective agreements of higher/lower scope, collective agreement and contract of employment and between the Employment Relationships Act, collective agreement and employer's general act.

Amendment of a statute, collective agreement or employer's general act in the time of valid contract of employment



5 General Acts of an Employer

- definition: one-sided autonomous legal act;
- adopted by an employer with participation of trade union or all workers;
- 3 types of general acts:
  - acts determining organisation of work,
  - acts defining „responsibilities with which workers must be familiar in order to fulfil their contractual and other liabilities“ (restrictive),
  - acts determining rights, which in accordance with the statue shall be determined in the collective agreements, if they are more favourable for workers;
- appropriate information of workers regarding valid general acts.

6 Additional Study Literature

- Commentary of Article 6 of the Employment Relationships Acts relating to prohibition of discrimination, harassment and workplace bullying (publication in Slovenian language in e-classroom);
- Mirovni inštitut – Manual on discrimination in Slovenian language (publication in Slovenian language in e-classroom);
- mag. Nataša Mlakar Sukič, dr. Valentina Franca, Sodna praksa na področju prikritih delovnih razmerij (publication of an article in Slovenian language in e-classroom);
- publication titled Dostojno delo, Analiza stanja, institucionalnega okvirja ter pregleda dobrih praks, Ljubljana, februar 2018 (https://www.dostojnodelo.si/wp-content/uploads/2019/01/Dostojno-delo-Analiza-stanja-institucionalnega-okvirja-in-pregled-dobrih-praks.pdf, publication in Slovenian language in e-classroom);
- case law of national courts in regard to elements of employment relationship, reasonable application of civil law rules, discrimination and harassment.

7 Questions for Repetition and Strenghtening Knowledge

- Which are general defining elements of employment relationship and how are they seen in practice?
- How Slovenian courts in their case law define the term mobbing? According to settled case law, how high are generally compensations for mobbing when such unlawful action is proved in proceedings?
- What are hidden employment relationships and are they admissible? Which institutions and in which manner they exercise supervision over hidden employment relationships?
- What is precarious work and what are its dimensions in modern society?

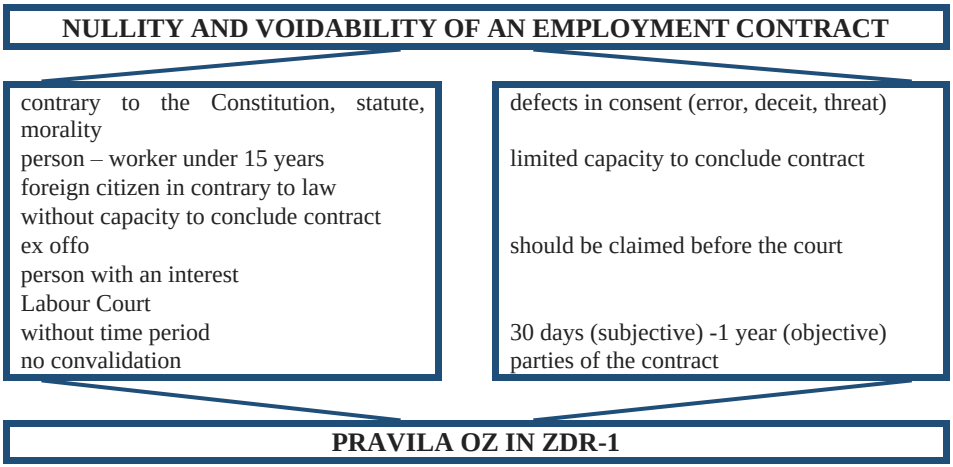
Basic Elements of Employment Contract, Fundamental Rights and Obligations of a Worker and an Employer

Definition of an employment contract = a contract conducted by a worker and an employer with the intent that a worker will in person and in accordance with principle of inferiority carry out work for an employer for which he will obtain remuneration.

Characteristics of an employment contract:

- The statute provides a contract to be in written form (if the contract is not written, this does not mean invalidity of a contract, if elements of employment relationship exist! A worker may request delivery of written contract from the employer at any time during employment relationship + judicial protection); EXCEPTIONS (for example non-competition clause);
- an employment relationship shall be entered into on the basis of conducted employment contract; rights and obligations related to the performance of work within the framework of the employment relationship shall begin to be exercised on the day of commencement of work agreed in the employment contract (if the date of commencement of work is not determined, the date of signing the employment contract shall be deemed to be the date of commencement of work);
- it is a contract regulated by labour law rules, for its validity prerequisities of civil law have to be considered (regarding conclusion, validity, termination and other questions of contract of employment – subsidiary and reasonable application (mutatis mutandis) of civil law rules);

The contract of employment may be null or void if prerequisities are not fulfilled.



1 Prerequisites for the conclusion of employment contract for a worker

Capacity to conclude an employment contract; general condition determined by the Employment Relationships Act is the age of 15 (condition is absolute!).

- exception: work of children, secondary school and university students (Article 211 of the Employment Relationships Act) and practical education within the framework of educational programmes;
- foreign citizen/person without citizenship = conclusion of employment contract in accordance with rules defining employment of foreign citizens.

+

Fulfilment of conditions determined in special statutes and other acts, collective agreements and employer's general act (for example existence of special knowledge and experience due to nature of work or existence of public interest, for example for doctors or policemen)

- an employer may employ only a candidate meeting the requirements for performance of work;
- exception: if none of the applying candidates fulfils the job requirements, the employer may conclude a fixed-term employment contract for a period of up to one year with one of the candidates who fulfils the requirements provided by an Act or an implementing regulation if such employment is necessary for the smooth performance of work.

+

General health capacity of a worker as basic prerequisite for conclusion of contract of employment (Health and Safety at Work Act).

2 Parties' Rights and Obligations by conducting employment contract

Employer:

a) Notice of vacancies
- generally mandatory (constitutional right to access to work under equal conditions);
- a public notice of a vacancy must contain the job requirements and the deadline for applications, which may not be shorter than three working days;
- publication placed by the Employment Service, mass media, on websites or at publicly accessible business premises of the employer;
- failure of publication = nullity of a contract;
- exceptions of compulsory publication: Article 26 of the Employment Relationships Act.

b) the employer may only demand that candidates submit documents proving fulfilment of the job requirements (prohibition of personal questions!);

c) test of knowledge + test of health capacity;

d) the employer must inform the candidate of the work, the working conditions and the worker's and employer's rights and obligations related to carrying out the work for which the employment contract is being concluded.

Candidate:

a) The candidate shall **submit to the employer documents** on the fulfilment of the job requirements and inform the employer of all facts with which he is familiar and which are relevant for the employment relationship, along with other circumstances that are known to him and may prevent or substantially limit him in executing the obligations arising from the contract or which may endanger the lives or health of persons he is to be in contact with when executing his obligations;

b) Unselected candidate's rights (return of all documentation upon request, employer's civil liability in the case of discrimination).

3 Compulsory elements of an employment contract

Because parties' autonomy is limited the Employment Relationships Act determines compulsory elements of employment contract by which is differs between elements which have to be expressly determined in the contract and elements regarding which parties may refer to the to the acts, collective agreements and/or employer's general acts in force.

Compulsory elements of an employment contract are:

- information on the contracting parties, including their residence or registered office,
- date of commencement of work (if the date of commencement of work is not determined, the date of signing the employment contract shall be deemed to be the date of commencement of work),
- the title of the job or type of work, including a brief description of the work the worker must perform pursuant to the employment contract, and for which an equal level and field of education and other job requirements are required,
- the location of the work (if the exact location is not stated, it shall be deemed that the worker is to carry out the work at the registered office of the employer),
- the duration of the employment contract and, if a fixed-term employment contract is concluded, the reason for the conclusion of a fixed-term employment contract and a provision on the manner of taking annual leave,
- a provision stating whether a part-time or full-time employment contract has been concluded,
- a provision on daily or weekly working time and the allocation of working time,
- a provision on the amount of the basic salary, expressed in euros, which the worker will receive as remuneration for carrying out work in accordance with the employment contract and on other possible remunerations,
- a provision on other components of the worker's salary, the payment interval, the payment day and manner of payment of the salary,
- the length of notice periods,
- other rights and obligations in cases laid down in the Employment Relationships Act (for example employment contract for work from home, contract of employment concluded with company manager).

Elements regarding which referral to valid acts, collective agreements and general acts in admissible: allocation of working time, annual leave, length of notice periods, other components of worker's salary, payment interval, manner of payment of salary.

4 Obligations of a worker in an employment relationship

a) performance of work with due diligence (observance of employer's instructions and observance of regulations and measures on safety and health at work)
b) obligation to provide information
c) prohibition of harmful action
d) protection of business secrets
e) prohibition of competition (prohibition of competition ≠ non-competition clause!)

In exceptional circumstances the worker shall carry out work for which he/she has not concluded a contract of employment **= THE DUTY TO PERFORM OTHER WORK**

- in cases of natural or other disasters, when such are expected, or in other exceptional circumstances when human life and health or the employer's assets are at risk, the type of or place of carrying out the work defined in the employment contract may temporarily be changed even without the worker's consent, though only while such circumstances pertain;
  - a worker must carry out other work as long as it is necessary for human lives to be saved, human health to be protected or material damage to be prevented,
  - other work is carried out on the basis of an order of the employer;
- for the purposes of maintaining employment or providing for the smooth running of the working process, the employer may order workers in writing to temporarily carry out other appropriate work in cases of temporarily increased scope of work at another workplace or within the type of work performed at the employer, in cases of temporarily reduced scope of work at the worker's workplace or within the type of work performed by the worker, and in cases of replacing a temporarily absent worker;
  - written order of the employer with intent to maintain employment or to enable smooth running of the working process,
  - the work has to be appropriate (appropriate work shall be deemed to be work for which the worker fulfils the job requirements and for which the same type and level of education are required as for the performance of work for which the worker has concluded the employment contract, and for the working time as agreed for the work for which the worker has concluded the employment contract, and where the location of work is not more than three hours' travel there and back from worker's place of residence by public transport or via transport organised by the employer),
  - maximum duration three months in one calendar year,
  - a worker who temporarily performs other appropriate or suitable work shall have the right to the salary due for performing his own work if this is more favourable to the worker,
  - less strict rules for small employers (suitable instead of appropriate work, other conditions are the same).

Non-competition clause = contractual (!) prohibition of competitive activity after termination of employment relationship.

Non-competition clause will be legally valid and mandatory for both parties only if the following conditions are met:

- the contract of employment is concluded with worker obtaining technical, production or business knowledge and business connections ("know how"),

- that employment contract was terminated by agreement between the parties, due to ordinary cancellation initiated by the worker, ordinary cancellation initiated by the employer for reason of the worker's misconduct, or extraordinary cancellation initiated by the employer, except in the case of extraordinary cancellation referred to in the sixth indent of paragraph one of Article 110 of the Employment relationships Act; non-competition clause may also be stipulated in a fixed-term employment contract where the fixed-term employment contract is terminated due to expiry of period for which it was concluded, with a manager or a company secretary or for the performance of project work,
- the competition clause must be laid down with reasonable time limits of prohibition of competition and may not exclude the possibility of suitable employment of the worker. A non-competition clause may be agreed for a period of no longer than two years after termination of employment contract,
- non-competition clause must be laid down in writing,
- if respecting the non-competition clause prevents the worker from gaining earnings that are comparable to his previous salary, the employer must pay the worker a monthly compensation during the entire period of respecting the prohibition. The compensation for respecting the non-competition clause must be laid down in the employment contract and each month it shall amount to at least one third of the worker's average salary during the three months prior to the termination of the employment contract. If the compensation for respecting the non-competition clause is not laid down in the employment contract, the non-competition clause shall not apply.

5 Obligations of an employer in an employment relationship

- obligation to provide work
- obligation of remuneration
- ensuring safe working conditions
- protection of worker's integrity + privacy + dignity + personal data

6 Changes of an employment contract

Because an employment contract is a long-term contract, it is logical that throughout its validity and execution certain changes will take place. A change made to an employment contract or the conclusion of a new employment contract may be proposed by any contracting party, however a contract shall be changed and/or a new contract shall be valid only if the other party also agrees thereto. One-sided amendment is not possible. Due to certain changes a new employment contract shall be concluded, whereas due to other changes an amendment to existing employment contract suffices.

New employment contract	Changes to existing employment contract
Title of the job or type of work	Parties' data
Location of the work	Date of commencement of work
Time-period for which employment contract is concluded	Allocation of working time
Part-time or full-time employment	Salary + other means of remuneration + means of payment
New contract of employment in the process of cancellation	Annual leave
	Notice periods
	Other rights and obligations

7 Suspension of an employment contract

- when a worker serves a prison sentence or owing to an imposed preventive, precautionary or safety measure or sanction for a minor offence which prevents him from working for six months or less, serves compulsory or voluntary military service or alternative civilian service or to undergo training for performing tasks in the reserve police, for reasons of being called up as a contract reserve formation member of the Slovenian Armed Forces to perform peace-time military service and being summoned or posted to perform protection, rescue and relief tasks as a contract member of the Civil Protection Service, in the event of detention and in other cases laid down by an Act, a collective agreement or employment contract;
- during suspension of the employment contract, the contractual and other rights and obligations arising from the employment relationship which are directly related to work are suspended; the employment contract shall not cease to have effect and the employer may not cancel it, unless grounds for extraordinary cancellation are given, or if a procedure for the winding up of the employer has been initiated;
- the worker has the right and obligation to return to work no later than within five days after the grounds for suspension of the contract have ceased;
- if the worker does not return = extraordinary termination of an employment contract.

8 Additional study literature

- Nina Scortegagna-Kavčnik, Preizkus delavca pred zaposlitvijo in vrnitev stroškov, Pravna praksa, št. 7-8, 2018, str. 30-31 (published in Slovenian language in e-classroom);
- Commentary of the Employment Relationships Act regarding protection of workers' dignity (publication in e-classroom);
- Protection of personal data in an employment relationships, Guidelines of Information Commissioner (publication in Slovenian language in e-classroom);
- European Social Charter (publication in Slovenian language in e-classroom);
- case law of national courts in regard to transformation of the employment contract, mandatory elements of employment contract and principle in favorem.

9 Questions for repetition and strenghtening knowledge

- Write an example of an employment contract of indefinite duration including all mandatory elements of employment contract;
- Regarding which elements of employment contract referral to collective agreements is admissible?
- What does the term »possibility of different regulation« from third paragraph of Article 9 of the Employment Relationships Act mean?

Remuneration for Work, Working Time, Breaks, Rest Periods, Annual leave

1 Remuneration for work

Remuneration for work:

- fundamental right of a worker and fundamental obligation of an employer;
- Remuneration for work = salary (always paid in money terms) + other types of remuneration (in money or other terms, if stipulated in the collective agreement, employer's general act or individual employment contract);
- Other types of remuneration (money award, the right to accommodation, the right to loan without interests, the right to discounts, insurance, purchase of shares etc) ≠ bonus
- Minimum Wage Act (minimum) + collective agreements (starting salary or the lowest basic salary of each tariff class);
- equal payment for men and women.

Attention! Since 1 January 2020 new regulation of minimal wage entered into force (adopted by Amendment B of the Minimum Wage Act).

Article 3 of the Minimum Wage Act:
»Minimum wage is determined as the sum of minimal living expenses, increased by 20% and sum of taxes and mandatory contributions for social security of a worker, which in the tax year, for which the minimal wage is determined, does not enforce tax relief for dependent family members in accordance with tax legislation, and which except of minimal wage and pay for annual leave, has no other taxable incomes, that would influence the amount of general tax relief.«

Article 2, paragraph 3 of the Minimum Wage Act:
»Additional payment determined by statutes or other regulations or by collective agreements, part of salary for worker's job performance and remuneration for business performance agreed with collective agreement or employment contract, do not constitute a part of minimal wage.«

2 Salary

- Elements of a salary:
  - the basic salary (a part of salary obtained every month by a worker for carrying out work at certain work place in full working time and for expected job performance);
  - a part of the salary for job performance (in the case of adequate job performance);
  - additional payments (temporary nature, when a worker is exposed for example to special working conditions, special allocation of working time, special dangers at workplace; addition payments provided by the statute are: additional payments arising from allocation of working time, namely additional payment for night work, overtime work, Sunday work, public holiday work and work on work-free days as defined by law + seniority bonus + other additional payments = determination in a collective agreement);
  - remuneration for business performance (when determined in the employment contract or collective agreement).

Salaries shall be paid in payment intervals which may not exceed one month, whereas salaries shall be paid 18 days after the end of the payment interval at the latest – Article 134 of the Employment Relationships Act.

The salary, the reimbursement of work-related expenses and other benefits to which a worker is entitled shall be paid into the worker's bank account in accordance with the law. A branch collective agreement may stipulate a different manner of reimbursing work-related expenses and other benefits to which a worker is entitled (but not for salary – always on bank account). An employer shall be obliged to issue workers with a statement of remuneration paid by the end of the payment day in which all the data on salary, wage compensation, reimbursement of work-related expenses and other benefits to which the worker is entitled are evident.

Withholding of salary payment is admissible only under conditions determined by law (for example enforcement in accordance with the Enforcement and Security Act).

An employer may not offset any claim held against a worker by means of his obligation of payment without the worker's written consent. A written consent of a worker may not be given in advance. Consent in advance for all possible claims is not possible.

3 Reimbursement of work-related expenses

A worker is entitled to reimbursement of the following expenses in relation to work:

- expenses for meals during work,
- expenses for travel to and from work,
- expenses incurred by workers during the performance of certain work and tasks on business trips

The means of reimbursement is determined in branch collective agreements.

A worker is entitled to reimbursement when such expenses actually arise (if a worker is absent due to sickness = he will not be entitled to reimbursement of expenses for meals or for travelling).

4 Pay for annual leave

- statutory right;
- remuneration of an employer for time of annual leave;
- the right is interconnected with the right to annual leave in a sense that if a worker has the right to annual leave in whole, he will have the right to remuneration for annual leave as a whole; on the other hand, a worker having right to proportionate part of annual leave, will have a right to proportionate part of remuneration for annual leave;
- part-time working time = remuneration for annual leave proportionate to working time, with the exception of cases in which the worker is employed part-time in accordance with special statutes;
- the amount: at least in the amount of minimal wage;
- the pay for annual leave must be paid out to workers by 1st July of the current calendar year at the latest. In the event of insolvency of the employer, the branch collective agreement may lay down a subsequent date for making payment for annual leave, but no later than 1st November of the current calendar year;
- may be paid out in more parts.

5 Severance pay on retirement

- payment of worker by (partial) retirement;
- conditions: retirement (due to age, due to disability, partial) + termination of an employment contract + a worker who has been employed with the employer for a period of at least five years (if not otherwise stipulated by branch collective agreement);

- the amount: at least in the amount of two average monthly salaries in the Republic of Slovenia in the past three months, or in the amount of two average monthly salaries of the worker in the past three months if this is more favourable to the worker;
- partial retirement = proportionate severance pay;
- part-time worker = proportionate severance pay, with the exception of cases in which the worker is employed part-time in accordance with special statutes.

6 Other types of remuneration

Examples of other types of remuneration:

- jubilee awards (the right determined in a collective agreement, employer's general act or employment contract);
- solidarity aid (one-time payment to a worker and his family members in the case of greater natural accidents or other situations where great damage is suffered by a worker, long term sick leave etc; determined in collective agreement, employer's general act or employment contract).

7 Wage compensation

When a worker is entitled to absence from work or will not work due to reasons on the part of an employer, he will obtain wage compensation. A worker is entitled to wage compensation in the following circumstances:

- for time of different absence from work, in cases and in time provided by the statute (for example due to annual leave, paid absence due to personal circumstances, education, absence from work due to holidays, absence from work due to illness or injury);
- when a worker does not work due to reasons on the side of an employer (for example lack of orders, problems in production etc);
- when a worker is not capable to carry out work due to force majeure (fire, flood or epidemics).

Generally, the amount of wage compensation is 100% of average salary of a worker for full-time working time in last three months. The statute determines exceptions, namely:

- in the case of absence due to health reasons, the reason for which is illness or injury out of work, the amount of compensation is 80% of the worker's salary;
- when a worker may not work due to force majeure, he obtains compensation in the amount of 50% and not less than 70% of minimal wage. Special acts may determine otherwise, for example so called anti-corona statutes (100% or 80% of the worker's salary).

The Employment Relationships Acts expressly provides also a temporary inability to provide work for business reasons. In the event that an employer temporarily cannot provide work for a worker, for a period which may not exceed six months in one calendar year, with the aim of preserving jobs, the employer may temporarily lay the worker off by written notice. In the event of temporary lay-off, the worker shall be entitled to wage compensation in the amount of 80% of the wage basis and shall be obliged to respond to the employer's invitation in a manner and under the conditions laid down in the lay-off letter.

8 Working time

Working time = the hours during which a worker carries out his work, which means that he is at the employer's disposal and fulfils his working obligations arising from the employment contract.

Working time = effective working hours + breaks + the time of justified absences from work in accordance with the law and collective agreement and/or a general act.

Effective working hours = the hours during which a worker carries out his work, which means that he is at the employer's disposal and fulfils his working obligations arising from the employment contract.

Break = 30 minutes (full working time)/less in cases of part working time, but at least 4 hours.

Justified absences from work = absences due to personal circumstances, illness, annual leave, force majeure etc.

Full working time = criteria for determination of rights and obligations of a worker

- maximal full working time shall not exceed 40 hours a week;
- an Act and/or collective agreement may also provide that full working is working time that is shorter than 40 hours a week (but not more!); however, full working time shall not be shorter than 36 hours a week;
- an Act or other regulation complying with an Act or collective agreement may define full working time lasting less than 36 hours per week for jobs where there is a greater risk of injury or health impairment.

9 Work exceeding full working time

9.1 Overtime Work

- work exceeding full working time;
- a worker carries out the same work as in full working time, but outside otherwise determined working time and in time exceeding full working time;
- substantive limitations: it may be ordered only in exceptional, urgent and unexpected circumstances, namely:
  - in cases of an exceptionally increased amount of work,
  - if the working or production process requires continuation in order to prevent material damage or threat to the life and health of people,
  - if this is necessary to avert damage to the means of work that would otherwise cause interruption of work,
  - if this is necessary in order to ensure the safety of people and property or traffic safety,
  - in other exceptional, urgent and unforeseen cases provided by an Act or by a branch collective agreement;
  - overtime work may not be imposed if the work can be performed within the full working time by means of appropriate organisation and distribution of work, distribution of working time by introducing new shifts or employing new workers;
- procedure for ordering overtime work: as a rule, the employer must require the worker to carry out overtime work in writing prior to the commencement of work (not necessary one day before!). Should it not be possible, due to the nature of the work or the urgency of the overtime work to be performed, to require the worker in writing to carry out overtime work prior to the commencement of work, the worker may be allocated overtime work verbally. In such case, the written order shall be given to the worker subsequently, but no later than by the end of the working week after the completion of the overtime work;
- time limitations: as long as it is necessary; may not exceed eight hours a week, 20 hours a month or 170 hours a year. A working day may not exceed ten hours. The daily, weekly and monthly time limitations may be regarded as an average limitation over the period provided by an Act or collective agreement and may not exceed six months;

With the worker's consent, overtime work may exceed the annual time limitation referred to in the preceding paragraph, but may not exceed 230 hours a year. In each case of required overtime work exceeding 170 hours a year, the employer must obtain the written consent of the worker;

- an employer may not order work exceeding full-time work to certain protected categories;
- refusal to carry out overtime work that has been ordered in accordance with law = breach of working obligations;
- ≠ supplementary work (Article 147 of the Employment Relationships Act);

9.2 Additional Work

- work exceeding full working time in the case of natural or other disasters;
- a worker carries out work in accordance with an employment contract or other work related to the elimination or prevention of consequences of natural or other disasters or when such a disaster is directly expected;
- duration: until it is necessary, maximum number of hours is not determined, provisions regarding daily and weekly rest periods apply;
- additional work is to be carried out by workers working full or part working time (different than overtime work!);
- an employer may not order additional work to certain protected categories of workers.

Protected categories of workers to which overtime and additional work shall not be ordered are:

- a female worker during pregnancy and for another year after she has given birth or throughout the time she is breastfeeding (a female worker may not perform overtime work which might present a risk to her or her child's health due to exposure to risk factors or working conditions) (consent is not an option);
- male or female worker nursing a child under the age of three (except in the case of consent);
- one of the employed parents who tends and takes care of a child under the age of seven or a child who is severely ill or a child who is in need of special care in accordance with the regulations governing family benefits, and who lives alone with the child (except in the case of consent);
- older workers (unless they consent);
- workers under the age of 18 (consent is not possible);
- a worker whose health condition might deteriorate in the written opinion of an occupational medicine provider formulated by taking into consideration the opinion of the primary doctor;
- a worker whose full working time is shorter than 36 hours a week due to a job that involves higher risk of injuries or health impairment;
- a worker who works part-time in accordance with the regulations on pension and disability insurance, regulations on health insurance or other regulations.

10 Distribution of working time

Before the beginning of a calendar or business year, the employer shall provide the yearly distribution of working time and notify the workers thereof in a manner customary to the employer (for example on a notice board at the employer's business premises or by using information technology) and also notify the trade unions at the employer. If a worker proposes a different distribution of working time during his employment relationship for the purposes of reconciliation of professional and family life, the employer must justify his decision in writing, taking into consideration the needs of the working process.

Distribution of working time:

- Regular (full working time may not be distributed to fewer than four days a week)
- Irregular (due to the nature or organisation of work or the needs of users; the working time may not exceed 56 hours a week (full working time shall be considered as an average working obligation during a period that may not exceed six months / twelve months if so stipulated in branch collective agreement)).

Temporary redistribution of working time:

- situations are not determined by law, it shall be determined in an employment contract, parties may refer to collective agreement and employer's general acts;
- mostly they are equal to reasons for order of irregular distribution of working time;
- an employer must notify workers no later than one day prior to the distribution of the working time in a manner customary to the employer;
- a worker who carries out work within an irregular distribution of working time or temporary redistribution of working time and who in the time prior to the termination of the employment relationship performed more working hours during a calendar year than are laid down for full-time work may, upon his request, have his surplus hours converted into full-time working days. The total period of service in a calendar year may not exceed 12 months;
- irregular distribution of working time and temporary redistribution of working time is not admissible for categories to which overtime or additional work shall not be ordered.

11 Night work

Night work = work between 23.00 and 06.00 hours / work between 22.00 and 07.00 hours in the case of an eight-hour night shift.

Night worker = a worker who works at night for at least three hours of his daily working time or a worker who works at night for at least one third of his full annual working time.

Special protection:

- if, in the opinion of an occupational medicine provider formulated by taking into consideration the opinion of the primary doctor, such work could harm the night worker's health, the employer shall be obliged to transfer him to appropriate day work;
- a right to longer annual leave, adequate food during work and professional management of the working and/or the production process;
- an employer may not assign a worker to night work if no transport to and from work is organised for the worker;
- if work organised in shifts includes a night shift, the employer is obliged to assure regular rotating shifts. A worker in one shift may not work at night for more than one week. Within the framework of such organisation of work, the worker may work at night for a longer period of time only if he explicitly agrees to such work in writing;
- during a four-month period, the working time of a night worker may not exceed an average of eight hours a day. The working time of a night worker who performs work at a workplace for which the risk assessment indicates a higher risk of injury or health impairment may not exceed eight hours a day.

An employer shall inform the Labour Inspectorate about night work. Prior to the introduction of night work or if night work is carried out regularly by night workers, at least once a year the employer must consult trade unios on the determination of the time to be considered as night working hours, forms of organisation of night work, the measures of safety and health at work, and social measures.

12 Breaks and rests periods

Three different types of breaks between working time exist:

12.1 Break

- a right of a worker to regain his strength within daily work day;
- 30 minutes/full working time, part working time – proportionally less, the worker must work at least 4 hours;
- in the case of irregular distribution or temporary redistribution of working time the time of a break shall be defined in proportion to the length of the daily working time;
- the time of a break may be set no earlier than after one hour of work and no later than one hour prior to the end of the working time;
- a break during the working day shall be included in the working time.

12.2 Daily Rest Period

- rest period between two successive working days;
- at least 12 uninterrupted hours within a period of 24 hours/ at least 11 hours within a period of 24 hours if working time is irregularly distributed or in the case of temporarily redistributed working time.

12.3 Weekly Rest Period

- the right of a worker to at least 24 uninterrupted hours of rest within a period of seven successive days;
- uninterrupted 36/35 hours (24 hours of weekly rest period + 12 hours/11 hours of daily rest period);
- not necessarily in calendar week, but in seven successive days;
- in the event that a worker must work on the day of a weekly rest period due to objective, technical or organisational reasons, he shall be ensured the weekly rest period on another day during the week.

13 Annual Leave

- a fundamental right of a worker he cannot waive, an employer shall ensure it;
- it includes the right to absence from work and right to work compensation in the time of absence;
- a worker shall have the right to annual leave in an individual calendar year which may not be shorter than four weeks, regardless of whether he works full-time or part-time (the minimum number of days of a worker's annual leave shall depend on the distribution of working days within the week of an individual worker);
- additional days of annual leave due to personal or social circumstances (for example an older worker, a disabled person, a worker with at least a 60% physical impairment or a worker who cares for a child in need of special care in accordance with the regulations governing family benefits, for every child under age of 15 etc);
- part working time does not influence the length of annual leave (it does influence wage compensation + remuneration for annual leave);
- extended annual leave – in collective agreement or employment contract;
- employers shall notify workers in writing of the calculation of annual leave entitlement for the current calendar year by 31st March at the latest;
- annual leave shall be determined in working days and used during working days;
- a worker who enters into an employment relationship after the start of the calendar year or whose period of employment in an individual calendar year is shorter than one year shall have the right to 1/12 of the annual leave for each month of employment (proportionate part of annual leave);

- if during a calendar year a worker signs an employment contract with another employer, each employer shall be obliged to ensure that the worker takes the proportionate part of annual leave relative to the duration of the worker's employment with each individual employer in the current calendar year, unless the worker and the employers agree otherwise;
- use: annual leave may be taken in several parts, whereby one part shall consist of at least two weeks. Employers may also request that workers plan to use at least two weeks of annual leave for the current calendar year. Otherwise, an employer shall be obliged to enable a worker to take his annual leave in the current calendar year, and the worker shall be obliged to take at least two weeks of his annual leave in the current calendar year and the remaining part by 30th June of the following year, in agreement with the employer. In exceptional circumstances a worker shall have the right to use the entire annual leave not used in the current calendar year or by 30th June of the following year for reasons of his absence due to illness or injury, parental leave or childcare leave by 31st December of the following year;
- annual leave shall be taken by considering the requirements of the working process, the worker's rest and recreation opportunities, and the worker's family obligations A worker shall have the right to take one day of his annual leave on a day that he determines himself, unless this would be seriously detrimental to the working process. Parents of school children shall have the right to take at least one week of their annual leave during school holidays, unless this would be seriously detrimental to the working process;
- a worker cannot waive his right to annual leave;
- an agreement concluded between a worker and an employer relating to compensation for unused annual leave shall be invalid unless concluded at the time of termination of the employment relationship.

14 Other absences from work

The worker shall have the right to paid absence from work:

- due to personal circumstances (his marriage, the death of his spouse or cohabitant or the death of a child, an adopted child or a child of the spouse or the cohabitant, the death of parents, meaning his father or mother, the spouse or cohabitant of a parent, or an adoptive parent or a serious accident suffered by the worker) - the worker shall have the right to paid absence from work for at least one working day, not more than 7 days in one calendar year (more favourable regulation = collective agreements);
- due to celebration (public holidays in the Republic of Slovenia defined as work-free days, and on other work-free days defined as such by law);
- due to health reasons (temporary incapacity for work due to illness or injury and in other cases in accordance with the regulations on health insurance, absence from work due to blood donation);

- due to performance of a function or duties under special acts (for reasons of performing a non-professional function to which he has been elected in direct national or local elections, elections to the National Council of the Republic of Slovenia, or a function or duty to which he has been appointed by a court; a worker who has been participating in the Economic and Social Council or in bodies which according to the law consist of representatives of social partners; or a worker who has been called upon to perform defence duties, military duties, including training in the contract reserve formation of the Slovenian Armed Forces, and duties of protection, rescue and relief in accordance with the law, except in cases of recruitment to mandatory or voluntary military service, the performance of alternative civilian service or training for the performance of tasks in the reserve police forces, the recruitment of a contractual member of the reserve formation of the Slovenian Armed Forces to perform peace-time military service and call-up and secondment to perform tasks of protection, rescue and relief of a contractual member of the Civil Protection Service, or has been ordered or proposed to cooperate or provide help to an administrative or judicial body or has been called on for other reasons and without any fault to cooperate with administrative or judicial bodies.

15 The right to education

- the right and the obligation of a worker;
- obligation of an employer;
- a worker shall have the right to absence from work to prepare for or take exams for the first time (regardless if education is in his interest or interest of an employer); everything else depends from the agreement in a contract of education, collective agreement or employment contract;
- costs – if a worker starts education on its own initiative: a worker carries costs of such education; if an employer refers a worker to education – costs are carried by the employer.
- absence due to education is paid absence from work.

16 Additional study literature

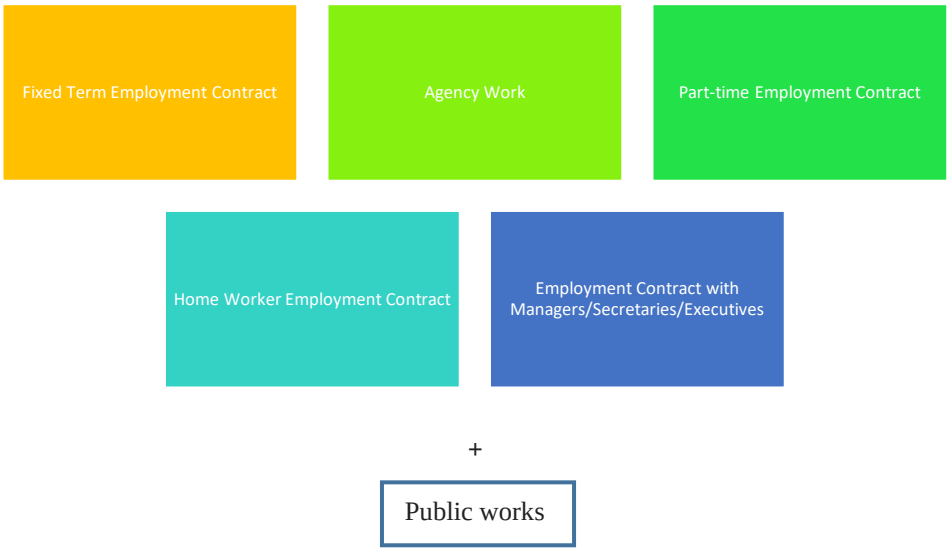
- additional explanation in regard to minimal wage (publication in Slovenian language in e-classroom);
- case law of national courts in relation to allocation of working time, remuneration and annual leave.

17 Questions for repetition and strengthening knowledge

- When can a worker use annual leave after 30th June and under which conditions?
- Under which conditions it is possible to temporary relocate working time?
- Under which conditions it is possible to order work exceeding full working time?
- The worker concludes an employment contract on 5th October 2021. She is entitled to minimal annual leave of 4 weeks, she works 5 days a week. How many days of annual leave will she obtain for calendar year 2021? To how much pay for annual leave is she entitled to (proportionally)?

Non-tipical Employment Contracts and Their Characteristics

Rule = Employment contracts shall be concluded for an indefinite duration unless otherwise provided by the law;
Exceptions = all other types of employment contracts



1 Fixed-term employment contract

- special feature: duration;
- substantive limitations: exhaustive reasons determined in Article 54 of the Employment Relationship Act (**OBJECTIVE AND JUSTIFIED REASON)**;
- time limitations: relative time limitations (limited period of time as required for the implementation of work) / absolute time limitation (one or more successive fixed-term employment contracts for the same work the uninterrupted period of which would last longer than two years, except in cases laid down by an Act (paragraph 2 and 4 of Article 55 of Employment Relationships Act). An interruption of three months or less shall not represent an interruption of the successive conclusion of contracts;

- if a fixed-term employment contract is concluded counter to the law or a collective agreement, or if the worker continues to work after the period for which he concluded the employment contract has expired, it shall be assumed that the worker has concluded an indefinite duration employment contract (transformation). A worker may demand employment contract for indefinite duration in the time of employment relationship or after its termination, if he files a suit in 30 days before appropriate Labour Court;
- during a fixed-term employment period the contracting parties shall have the same rights and obligations as in the case of an employment relationship of indefinite duration;
- termination: upon the expiry of the period for which it was concluded/termination of reason for which it was concluded, prematurely on the basis of ordinary or extraordinary cancellation and existence of other reasons for termination of a contract (for example insolvency of an employer).

2 Part time employment contract

- working time = less than full working time;
- equal rights and obligations than other workers, enforced in proportion to working time;
- annual leave (a worker who works part time has the right to minimum annual leave) & proportionate pay for annual leave;
- a worker may conclude more part time employment contracts with different employers = full working time;
- part working time in accordance with special statutes (part working time in accordance with the regulations on pension and disability insurance, regulations on health insurance, parenthood or other regulations).

3 Home worker employment contract

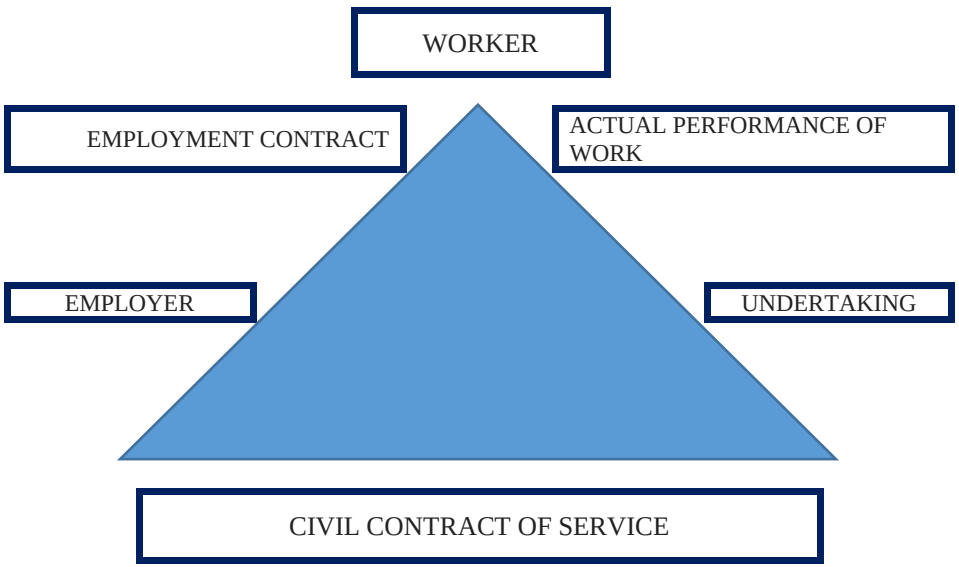
- special feature: location of work performance;
- rights and obligations are determined in an employment contract;
- reimbursement for the use of their own resources when working at home (agreement);
- equal rights and obligations as other workers;
- the employer is obliged to provide safe working conditions for home working;
- prior to the commencement of home working by the worker, the employer must inform the Labour Inspectorate of the intended organisation of home working;
- an Act or another regulation may lay down work which may not be carried out at home;
- also the Labour Inspectorate may prohibit home working, if home working is harmful and/or if a risk exists for it to become harmful to home workers or to the living and working environment in which the work is carried out.

4 Employment contract with managers or company secretaries and with executives

- regulation of legal status of managers, company secretaries and executives in accordance with their function in certain enterprise;
- if a manager or company secretary enters into an employment contract, the parties to the employment contract may lay down different provisions in the employment contract for the rights, obligations and responsibilities arising from the employment relationship related to:
  - the conditions and limitations of fixed-term employment,
  - working time,
  - provision of breaks and rest periods,
  - remuneration for work,
  - disciplinary responsibility,
  - termination of the employment contract;
- managers ≠ executives (Article 74 of the Employment Relationships Act)!

5 Agency work

- employment contract between a worker and an employer providing work for an user undertaking;
- three-sided relationship;



- all obligations from employment relationship (work, remuneration etc) is to be fulfilled by the employer (agency) and cannot be transferred to every user. However, an agreement between the agency and the user about manner of execution or joint execution of obligations directly connected with performance of work by the user, is admissible;
- in relation to worker the user executes all obligations directly connected with performance of work by this user (safe working environment, measures for security and health at the workplace);
- an employer providing work may not assign workers to work with an employer and the user undertaking may not use the work of assigned workers: in cases where the assigned workers would replace workers employed with the user undertaking who are on strike, in cases where the user undertaking has during the transitional period of the past 12 months cancelled employment contracts with a large number of workers employed with him, in cases related to workplaces for which the user undertaking's risk assessment shows that workers working at such workplaces are exposed to dangers and risks due to which measures are laid down to reduce and/or limit the duration of exposure and in other cases which may be laid down in a branch collective agreement, if these provide for greater protection of workers or are dictated by workers' safety and health requirements;
- the number of workers assigned to the user undertaking may not exceed 25 per cent of the number of workers employed with the user undertaking, except where otherwise provided by a branch collective agreement. This limitation does not include workers who are employed for an indefinite duration with the employer providing work. The limitation shall not apply to a user undertaking that is a smaller employer;

- Special characteristics of this type of work:

  - a worker and an employer (agency) conclude an employment contract for indefinite duration (a fixed-term employment contract may be concluded if conditions regarding such contract exist);
  - a worker and employer providing work shall agree in the employment contract that the worker will temporarily work with other user undertakings at the location and in the period defined with the worker's assignment to work with the user undertaking;
  - the employer providing work and the worker stipulate in the employment contract that the amount of remuneration for the work and the compensation will depend from the actual work performed by the user undertaking, taking into account the collective agreements and the general acts binding individual user undertakings (remuneration of posted worker = remuneration of workers employed by user, unless more favourable agreement is embodied in the employment contract);
  - in the event of an indefinite duration employment contract, the employer providing work and the worker shall also agree on the amount of wage

compensation for the period following early termination of work with the user undertaking and/or for the period in which the employer providing work fails to provide work with the user undertaking; the wage compensation may not be lower than 70% of the minimum wage;
- the employer providing work (agency) and the user undertaking conclude an agreement in writing in which they shall define in greater detail their mutual rights and obligations and the rights and obligations of the worker and of the user undertaking;
- before the worker starts working, the user undertaking must inform the employer providing work about all the conditions to be fulfilled by the worker for the performance of the work and shall submit to the employer providing work an assessment of the risk of injuries and health impairment;
- a worker must carry out work pursuant to a user undertaking's instructions. Breach = disciplinary procedure or cancellation of employment contract;
- if the user undertaking in relation to a worker does not take into regard provisions of statute, collective agreements or general act binding on the user - the worker is entitled to refuse to carry out work.

6 Employment contract for execution of public works

- an employment contract is concluded between an unemployed person who is engaged in public works and an employer providing public works;
- duration maximum 1 year with exception of disabled persons and older workers;
- special characteristics of employment contract:
  - full working time = 30 hours a week, maximum ¼ of working time a person is included in education and training;
  - remuneration: in proportion from minimal wage in accordance with level of education, namely between 60% and 150% of minimal wage (80% for I. level of education, 150% for VII. level of education);
  - financial resources for public works are guaranteed by the Employment Service and other contracting authority for public works;
  - the same status than other workers when carry out the work.

7 Change of an employer

- objective of the institute = protection of workers against negative consequences of transfer of an undertaking or other statutory changes of an enterprise;
- employment protection and conservation of acquired rights in the time of transfer of an undertaking;
- if due to the legal transfer of an undertaking or part of an undertaking carried out on the basis of an Act, another regulation, a legal transaction and/or a final court decision, or due to a merger or division, the employer is changed, the contractual and other rights and obligations of workers arising from the employment relationships

with the transferor employer that existed on the day of transfer shall be transferred to the transferee employer;

- principle of protection of acquired rights: workers maintain all rights from employment contract and rights and obligations under the collective agreement which were binding on the transferor employer for at least 1 year (unless the collective agreement ceases to be valid prior to the expiry of 1 year or unless prior to the expiry of one year a new collective agreement is concluded);
- if the rights under the employment contract with the transferee employer deteriorate for objective reasons within a period of 2 years from the date of transfer and the worker's conditions of work with the transferee employer significantly change and the worker therefore cancels the employment contract, the worker shall have the same rights as if the employment contract was cancelled by the employer for business reasons;
- the transferor employer and the transferee employer shall be jointly and severally liable for claims of workers arising up to the date of transfer and for claims arising from cancellation due to deterioration of working conditions and employment contract;
- conclusion of new employment contract is not necessary;
- if a worker refuses the transfer and the actual carrying out of work with the transferee employer, the transferor employer may extraordinarily cancel the employment contract.

8 Traineeship

- trainee = a person who commences work appropriate to the type and level of his professional education for the first time;
- objective of a traineeship: to obtain qualifications for independent job performance within the employment relationship;
- traineeship must be determined with statute or branch collective agreement;
- duration: not more than 1 year (possibility of extension/shortening);
- traineeship programme + examination;
- special protection due to nature of trainee's work: during the traineeship an employer may not cancel the employment contract with the trainee except if reasons for extraordinary cancellation exist or in the event of the initiation of proceedings for the winding-up of the employer or compulsory settlement;
- remuneration: 70% of basic salary for workplace for which trainee is trained for, but not less than minimal wage;
- voluntary traineeship: no employment contract, provisions on the length of traineeship and the implementation of the traineeship programme, the limitation of working time, breaks and rest periods, the reimbursement of work-related expenses, liability for damages, and the provision of safety and health at work apply.

9 Probation period

- probation period ≠ traineeship;
- objective: testing the knowledge and capacity of a worker for performance of certain work;
- legal ground: employment contract, duration of probation period shall not exceed 6 months;
- evaluation of (un)successful probation work;
- in probation period:
  - ordinary cancellation of the employment contract by the worker – 7 days notice period;
  - cancellation of employment contract by the employer – extraordinary cancellation, in the event of the initiation of proceedings for winding up the employer or compulsory settlement;
- if during the probation period or upon its termination the employer establishes that the worker's probation was unsuccessful, the employer may affect ordinary cancellation of the employment contract.

10 Additional study literature

- explanations in regard to work from home (publication in Slovenian language in e-classroom);
- case law in regard to non-typical employment contracts and their characteristics.

11 Questions for repetition and strengthening knowledge

- In accordance with provisions of the Employment Relationships Act the employer shall ensure safe working environment. How is this obligation of an employer interrelated with the right of a worker to inviolability of home and right to privacy?
- Which work cannot be performed at home?
- Under which situations the conclusion of fixed term employment contract is possible?
- Which type of contract is concluded in the scope of active employment policy?
- Describe basic differences between probational work and traineeship?

Termination of an Employment Contract

The employment contract is terminated in circumstances determined by law:

- upon the expiry of the period for which it was concluded (in the case of fixed-term employment contract);
- upon the death o the worker or a natural person employer (except where deceased's activity is uninterruptedly continued by his successors);
- by agreement;
- by ordinary or extraordinary cancellation;
- by a court judgment;
- under the Act itself, in cases provided by the Employment Relationships Act (for example disability of first category, termination of validity of working permit of foreign citizen);
- in other cases provided by an Act.

1 Termination of fixed-term employment contract

- »regularly« a contract is terminated upon the expiry of the period for which it was concluded or upon the completion of the agreed work or upon the cessation of the reason for which the contract was concluded;
- automatic termination, cancellation is not necessary, no notice period or required procedure;
- »irregular« termination (before the expiry of the period/completion of the agreed work/ cessation of the reason): in case of agreement, existence of other reasons for termination of employment contract (for example ordinary/extraordinary cancellation);
- a worker whose fixed-term employment contract has terminated is entitled to severance pay, unless fixed-term employment contract was concluded for the purpose of replacing a temporarily absent worker, in the event of termination of a fixed-term employment contract concluded for the purpose of performing seasonal work that lasts less than three months in one calendar year or in the event of termination of a fixed-term employment contract concluded for the purpose of performing public works; The assessment basis for severance pay is the average monthly salary of a full-time worker during the last three months, i.e. in the period of work prior to the termination of the fixed-term employment contract. The amount

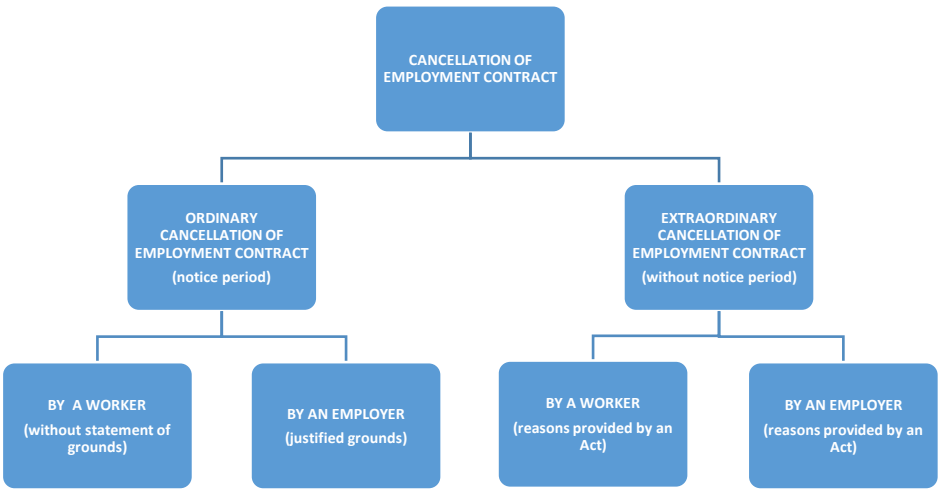
depends from duration of employment contract (duration 1 year or less = severance pay in the amount of 1/5 of the basis, duration more than 1 year: 1/5 of the basis increased by a proportionate part of severance pay for each month of work);

- a worker is not entitled to severance pay if at the time of duration or after the expiry of the fixed-term employment contract the worker and employer conclude an indefinite duration contract of employment or if the worker continues to work on the basis of an indefinite duration contract of employment or if the worker does not conclude an indefinite duration contract of employment for appropriate work offered to him by the employer after the termination of the fixed-term employment contract.

2 Cancellation of an employment contract by agreement

- written agreement on cancellation of an employment contract (writing = prerequisite for validity!);
- correct and genuine intent of the parties (error, threat, deceit – voidability under general rules of civil law);
- agreement about the date of termination of employment relationships and all other mutual rights and obligations. The employer must notify a worker about his rights in the case of unemployment (omission = does not influence the validity of an agreement);

3 Cancellation of an employment contract



Each party may only cancel the employment contract **in its entirety**.

When cancellation is given = its cancellation is not possible, unless a worker agrees otherwise.

Ordinary or extraordinary cancellation of an employment contract for reasons of discrimination or as a retaliatory measure of a discriminated worker or persons who help victims of discrimination is invalid. Additionally, also ordinary or extraordinary cancellation of an employment contract by a worker submitted due to a threat or deceit on the part of the employer or in error by the worker is invalid.

Burden of proof by cancellation:

- in the case of ordinary cancellation by a worker – no burden of proof, because a worker may cancel the contract without statement of grounds;
- in the case of ordinary cancellation by an employer – the employer shall prove existence of justified grounds for cancellation;
- in the case of extraordinary cancellation by any party – burden of proof for existence of reasons provided by an Act lies within the party cancelling the employment contract.

The cancellation of employment contract must be in writing – in the notice of cancellation of the employment contract, the employer must explain in writing the actual reason for cancellation; the cancellation must also provide for information of the legal protection and rights deriving from insurance against unemployment and of the obligation to register in the job seeker register.

3.1 Ordinary cancellation of an employment contract

For each ordinary cancellation by an employer justified grounds shall exist. These are:

- business reason
- reason of incompetence
- reason of misconduct
- incapacity to work
- un-successful completion of probation period

} difference regarding rights and obligations and procedure

Business reason = cessation of the need for the performance of certain work according to the conditions under the employment contract for economic, organisational, technological, structural or similar reasons on the employer's side (cessation of the need for performance of certain work within the working process and not cessation of the need of a concrete worker);

Reason of incompetence = incompetence in objective or subjective sense. It is a failure to attain the expected performance results because the worker has failed to carry out work in due time, professionally or with due quality (subjective sense) or failure to fulfil the job requirements provided by and Act and other regulations issued on the basis of an act, for which reason the worker fails to fulfil or is unable to fulfil the contractual or other obligations arising from the employment relationship (objective sense);

Reason of misconduct = violation of a contractual obligation or other obligation arising from the employment relationship;

Incapacity to work due to disability = when a worker is not capable to carry out work in accordance with employment contract, the reason for such incapacity being his disability;

Un-successful completion of probation period = in situations of un-successful probation period determined in the employment contract.

ABSOLUTELY UNFOUNDED REASONS FOR CANCELLATION (Article 90 of the Employment Contracts Act)!

RIGHTS AND OBLIGATIONS OF THE PARTIES AND PROCEDURE OF CANCELLATION BY CANCELLATION GROUNDS

	BUSINESS REASON	**REASON OF INCOMPETENCE**	**REASON OF MISCONDUCT**
Existence of substantiated reasons which prevents the continuation of work under the conditions set out in the employment contract	YES	YES	YES
Notice of cancellation by offering a new contract	YES	YES	NO
Time period for cancellation	NO	no later than six months from the occurrence of the reason	within 60 days of the identification of the violation and no later than six months from the occurrence of the violation (if a misconduct has all elements of a criminal act: 60 days - period in which the offender may be subject to criminal prosecution)

	BUSINESS REASON	REASON OF INCOMPETENCE	REASON OF MISCONDUCT
Defence	Notice about intended cancellation	Defence, except in extraordinary situations	Defence, except in extraordinary situations
Formal conditions (writing form, mandatory elements of cancellation, serving notice of canellation)	YES	YES	YES Cancellation is not possible by first misconduct
Information to the trade union, is requested by a worker	YES	YES	YES
Notice period and protected categories of worker	YES	YES	YES
Severance pay	YES, unless new employment contract is accepted	YES, unless new employment contract is accepted	NO
Money compensation at the Employment Service	YES	YES	NO
Prohibition for carrying out work fort he duration of proceedings	NO	NO	YES, if misconduct has all elements of a criminal act

Notice of cancellation by offering a new contract

In the case of cancellation due to business reasons or reasons of incompetence:

- the employer shall check if he can maintain the employment relationship under changed circumstances, if he can offer a worker another type of work or educate him for performance of other work (also with another employer);
- if such option exists, he can **decide (it is not an obligation!)** to give notice of cancellation by offering a new contract;
- the offer has to be in writing + all elements of employment contract;
- if a worker accepts the offer (time period 15 days) = it is deemed that new contract of employment is concluded:
  - acceptance of appropriate employment of indefinite duration: continuance of employment relationship under conditions of new employment contract, a worker has no right to severance pay; Appropriate employment = employment for which the required type and level of education are the same as were required for the performance of work for which the worker concluded the previous employment contract, for working time as agreed under the previous employment contract, and where the location of work is no more than three hours' drive in both directions from the worker's place of residence by public transport or transport organised by the employer;

  - in the event that the worker accepts unsuitable new employment, he shall be entitled to a proportionate share of severance pay in the amount agreed upon with the employer;
  - in the event that the worker does not accept appropriate employment: termination of employment relationship + no right to severance pay + no right to money compensation in the time of unemployment;
  - in the event that the worker does not accept unsuitable employment: termination of employment relationship + severance pay + money compensation in the time of unemployment;
- if a worker accepts new employment contract or not, he retains the right to legal protection before the competent court as in other cases of ordinary cancellation of an employment contract. If illegalities are established with regard to the cancellation of the employment contract, it shall be deemed that the new contract has been concluded under resolutory conditions.

Cancellation due to reasons of misconduct

Cancellation is not possible by first misconduct (breach of obligations). Firstly, an employer shall remind the worker in writing of the issue of the fulfilment of obligations and the possibility of cancellation of his employment contract. If the worker repeats the violation of the contractual and other obligations (the same or other type of violation) deriving from the employment relationship within one year of the receipt of the written warning, unless otherwise stipulated by a branch collective agreement, but for no longer than two years, the employer may cancel the contract due to reason of misconduct.

Defence:

- in the event of cancellation due to incompetence or misconduct;
- the employer must acquaint the worker in writing with the alleged violations or the alleged incompetence and give him the opportunity to defend himself within a reasonable time period, which may not be shorter than three working days, unless circumstances exist due to which it would be unjustified to expect the employer to provide the worker with such an opportunity.

Notice period = determined in law or collective agreement (minimum notice periods = Article 9 of the Employment Relationships Act). During the period of notice a worker works regularly, he has the right to absence from work to seek new employment and is entitled to wage compensation for a minimum of two hours per week.

Instead of enforcing a part or the entire notice period, the worker and employer may agree on appropriate compensation (written agreement).

Serving notice of cancellation = cancellation enters into force

The notice of ordinary or extraordinary cancellation of the employment contract shall be served = as a rule, personally at the premises of the employer/ by registered mail with acknowledgement of receipt (Decision of the Constitutional Court of the RS No. U-I-200/15-21) / by publishing the information on a notice board accessible to the worker at the employer's premises.

A contracting party on whom notice of cancellation of an employment contract is served at the employer's premises is obliged to accept the notice of cancellation of the employment contract. Service is deemed to have been made if the contracting party refuses to be served the notice of cancellation of the employment contract.

Where the worker has no permanent or temporary residence in the Republic of Slovenia or the worker is unknown at his previous address, the notice of cancellation of the employment contract is to be placed in an envelope and affixed to the notice board accessible to the worker at the employer's registered office. After the expiry of eight days, service shall be deemed to have been made.

If the employer is unknown at his previous address, service of the notice of cancellation of the employment contract is to have been made when the worker has sent the notice of cancellation of the employment contract by registered mail with acknowledgement of receipt to the Labour Inspectorate.

The role of trade union by cancellation

- if requested by a worker, the employer must inform in writing the trade union of which the worker is a member at the time of the institution of proceedings of intended ordinary or extraordinary cancellation of the employment contract. If the worker is not a member of a trade union, the employer, upon the request of the worker, must inform the work- council and/or the workers' representative;
- the trade union, work-council or workers' representative may give its opinion within six days. In the event that it does not give its opinion within that period, it shall be deemed that it does not object to the cancellation (in any case the opinion is not binding upon the employer).

3.2 Cancellation for a large number of workers for business reasons = specific rules

- determination of large number of workers (criteria – Article 98 of the Employment Relationships Act);
- determination of redundancy selection criteria + dismissal programme for redundant workers (Article 101 and 102 of the Employment Relationships Act);
- notification and consultation with trade unions and the Employment Service.

3.3 Extraordinary cancellation of an employment contract

Extraordinary cancellation is a cancellation provided for certain cases of severe violation of contractual or other obligations of the employment relationship due to which the party has the possibility of cancellation with immediate effect, without notice period.

It may be given by an employer or a worker, in both cases a) reasons provided in the Employment Relationships Act exist, and b) where, taking into account all the circumstances and interests of both contracting parties, it is not possible to continue the employment relationship until the expiry of the period of notice or until the expiry of the period for which the employment contract was concluded.

Time period = no later than within 30 days of the day of identifying the reasons for the extraordinary cancellation and no later than six months from the occurrence of the reason. If a reason of misconduct exists, on the part of either the worker or the employer, which has all the characteristics of a criminal offence, a contracting party may cancel the employment contract within 30 days of the day of identifying the reasons for the extraordinary cancellation and the offender, this applying to the entire period in which the offender may be subject to criminal prosecution.

Compulsory prerequisite for legality of extraordinary cancellation is the existence of circumstances which prevent the continuance of the employment relationship until the expiry of the period of notice or until the expiry of the period for which the employment contract was concluded. „All circumstances" refer to nature, gravity and consequences of violation and interests of both parties (an assessment how a violation has influenced the relationship between a worker and an employer is necessary).

Mandatory defence of a worker (the same as in the case of ordinary cancellation). Rules regarding service of cancellation are the same as in the case of ordinary cancellation.

Reasons (exhaustive!) for extraordinary cancellation by the employer (reasons on the worker's side) – Article 110 of the Employment Relationships Act.

Reasons (exhaustive!) for extraordinary cancellation by the worker – Article 111 of the Employment Relationships Act (prior to extraordinary cancellation of the employment contract, the worker must remind the employer in writing regarding compliance with his obligations and inform the Labour Inspectorate in writing of the violations. If within a period of three working days of the date of receiving the written reminder, the employer fails to fulfil his obligations arising from the employment relationship or fails to eliminate the violation, the worker may affect extraordinary cancellation of the employment contract within a 30-day period)**.**

In the event of extraordinary cancellation by a worker, a worker is entitled to severance pay as defined for the case of ordinary cancellation of the employment contract for business reasons and to compensation amounting to no less than the amount of the lost remuneration during the notice period.

In the event of extraordinary cancellation due to conduct which has all characteristics of a criminal offence, the employer may prohibit the worker from carrying out work for the duration of the proceedings. During the period of being prohibited from carrying out work, the worker shall be entitled to wage compensation amounting to half of his average salary received in the last three months before the institution of the cancellation proceedings.

The role of trade union/work-council/workers' representative – the same as in the case of ordinary cancellation.

Special legal protection against dismissal

- workers' delegates – Article 112 of the Employment Relationships Act
- employees before retirement – Article 114 of the Employment Relationships Act
- pregnant workers, breastfeeding mothers, parents – Article 115 of the Employment Relationships Act
- disabled persons and persons absent from work due to illness – Article 116 of the Employment Relationships Act

3.4 Termination of employment contract on the basis of a court judgement

- where a court has established that the termination of an employment contract is illegal but that with regard to the circumstances and the interests of both contracting parties the continuation of the employment relationship would no longer be possible;
- on a proposal of a worker or an employer;
- in a court judgement the court establishes the duration of the employment relationship, but for no longer than until the court of first instance makes a decision, recognise the worker's years of service and other rights under the employment relationship, and grant the worker adequate compensation in the maximum amount of 18 monthly salaries of the worker as paid in the last three months prior to the cancellation of the employment contract;
- amount of compensation = with regard to the duration of the worker's employment, the worker's prospects for new employment and the circumstances that led to the illegality of termination of the employment contract;
- the court may also fix the date of termination of the employment relationship in the case where one of the contracting parties challenges the employment contract and the court establishes that the contract is invalid.

4 Disciplinary responsibility of a worker

- in the case of less severe violation of contractual or other obligations of the employment relationship (severe violations – cancellation of employment contract);
- a disciplinary sanction may not permanently change the labour law status of a worker: an employer may impose on a worker an admonition (provided in the Employment Relationships Act); other disciplinary sanction, such as a fine or deprivation of bonuses, may be imposed solely if determined in a branch collective agreement;
- procedure:
  - the employer must inform the worker in writing of the alleged violations and give the worker the opportunity to make a statement on the alleged violations within a reasonable time period which may not be shorter than three working days, unless circumstances exist due to which it would be unjustified to expect the employer to provide the worker with such an opportunity;
  - statute of limitation of a disciplinary procedure: the employer must decide on the disciplinary liability of the worker no later than one month from the day he learnt of the violation and no later than three months from the day the violation was committed;
  - written and reasoned decision + service;
  - participation of a trade union;
  - the execution of a disciplinary sanction shall fall under the statute of limitation within 30 days following the service of the decision on disciplinary liability;
  - a decision of the employer on an imposed fine is an executory title to be executed under the rules that apply to a judicial execution.

5 Liability for damages

Liability for damages in the employment relationships is relevant in two aspects: if a worker causes damage to an employer and if an employer causes damage to a worker.

Worker's liability for damages to an employer: when a worker causes damage to the employer at work or in relation to work deliberately or out of gross negligence, he is obliged to compensate for the damage in accordance with general rules of civil law, if all prerequisites for liability are given.
Compensation for damage may be reduced or a worker may be exempt from its payment if such reduction or exemption from payment is appropriate relative to his efforts to remedy the damage, his attitude to work or his financial situation.

The Statute expressly regulates situations when damage is caused by several workers. If the damage is caused by several workers, each of them shall be liable for that part of the damage caused by him individually. If it is not possible to assess the part of damage caused by each individual worker, all workers shall be equally liable and shall compensate the employer for the damage in equal parts.

In the event that the damage is caused by several workers through an intentionally committed criminal offence, the workers shall be jointly and severally liable.

Should a worker suffer damage at work or in relation to work, the employer shall be liable to compensate him for the damage according to the general rules of civil law (Article 147 and 148 of the Employment Relationships Act, liability is objective, the liability for damages exists also if damage is a result of minor negligence). If a worker will cause damage deliberately or out of gross negligence, the employer may reimburse the amount paid to the injured from the worker who caused damage.

6 Additional study literature

- explanations regarding service of cancellation (published in Slovenian language in e-classroom);
- case law of national courts in regard to ordinary and extraordinary cancellation of an employment contract.

7 Questions for repetition and strengthening knowledge

- Which types of cancellation of an employment contract exist? Describe basic differences between ordinary and extraordinary cancellation of an employment contract;
- Three months in a row the worker does not satisfy work norm (he does not make a sufficient amount of metal product). Would you advise ordinary cancellation due to misconduct or due to incompetence and what are the conditions for each of them? Why in practice it is sometimes difficult to differ between incompetence and misconduct as grounds for cancellation?
- Why service of cancellation is relevant?
- What is the disciplinary liability of a worker and when will be established? Can a sanction be abolition of certain advantages?

Protection of Certain Categories of Workers

The Employment Relationships Act offers special legal protection to certain categories of workers (so called vulnerable categories). Provisions are mainly summaries of international ILO treaties regarding women, pregnant workers, parents, disabled and older workers.

1 Protection of women, pregnant workers and parents

- **Women**
  - prohibition of carrying out underground work + exceptions (Article 181 of the Employment Relationships Act, women as executives or managers, as part of professional education or as employed in healthcare and social services or in other cases where they must go underground into a mine to perform non-manual labour);

- **Protection due to pregnancy and parenthood**
  - protection of pregnancy-related data (the employer may not request or seek any information on a worker's pregnancy unless the worker concerned permits this in order to exercise her rights during pregnancy; a worker must notify the employer about pregnancy if she enforces special protection due to pregnancy);
  - prohibition of performing work during pregnancy and while breastfeeding (a female worker may not perform work which might present a risk to her or her child's health due to exposure to risk factors or working conditions which shall be defined in an implementing regulation. If during pregnancy and throughout the time she is breastfeeding a female worker performs work involving exposure to risk factors and procedures and working conditions which shall be defined in more detail in an implementing regulation, the employer must take appropriate measures in order to temporarily adjust the working conditions or the working time if the risk assessment indicates a risk to her or her child's health. If a female worker performs work referred to in the first and second paragraphs of this Article and the risk to her or her child's health cannot be avoided through temporary adjustment of the working conditions or the working time, the employer must provide the female worker with other appropriate work; if appropriate work is not possible – paid absence from work with 100% of wage compensation);

- protection during pregnancy and parenthood with regard to night work and overtime work (a female worker may not carry out overtime work or night work during pregnancy, for another year after she has given birth or throughout the time she is breastfeeding if the risk assessment of such work indicates risk to her or her child's health. A worker who is caring for a child under the age of three may be ordered to work overtime or at night only upon his prior written consent. One of the employed parents who tends and takes care of a child under the age of seven or a child who is severely ill or a child who is in need of special care in accordance with the regulations governing family benefits, and who lives alone with the child may be asked to work overtime or at night only upon his prior written consent;
- protection regarding parental leave (employer is obliged to ensure the right to absence from work or to part-time work for the purpose of using parental leave provided by an Act. Worker is obliged to inform the employer of the start and the manner of exercising the rights regarding parental leave within 30 days prior to exercising the rights unless otherwise provided by the Act);
- right of a breastfeeding mother (a female worker who is breastfeeding a child under the age of 18 months and works full time shall have the right to a breastfeeding break during working time which shall last a minimum of one hour a day).

In the event of a dispute concerning the enforcement of special protection due to pregnancy or parenthood under the law, the burden of proof shall rest with the employer (the same as in the case of discrimination – the employer shall prove the legality of his conduct).

2 Protection of the youth, disabled persons and older workers

- **Protection of youth** (persons who have concluded employment contract and are under 18)
  - prohibition of performing hard manual works and works hazardous to health (Article 191 of the Employment Relationships Act);
  - protection regarding allocation of working time, breaks (absolute prohibition of working time exceeding 8 hours per day/40 days a week; longer breaks, daily rest period at least 12 consecutive hours in 48 hours (exception: force majeure, when other workers are not at disposal), prohibition of work between 22.00 and 06.00 hours, except in the field of culture, advertising, sports, where prohibition is between 24.00 and 04.00 hours);
  - additional annual leave (+ 7 days);

- **Protection of disabled persons**
  - protection by employment, training and retraining in accordance with the regulations on training and employment of disabled persons and the regulations on pension and disability insurance;

- rights of persons with disabilities (the right to performance of other work, the right to perform part-time work, occupational rehabilitation and wage compensation);

- **Protection of older workers** (workers older than 55 years)
  - the right to part-time work at the same/appropriate workplace and partial retirement (individual decision of a worker);
  - overtime or night work is possible only in the case of prior written consent (Article 199 of the Employment Relationships Act);
  - other provisions of the Employment Relationships Act (prohibition of discrimination, age as absolutely unfounded reason for cancellation, protection against dismissal, extended annual leave).

3 Economic dependant

- a new institute developed due to differentiations of working relationships, which have characteristics of employment relationships;
- Article 213 and 214 of the Employment Relationships Act;
- economic dependant = a self-employed person who on the basis of a civil law contract performs work in person, independently and for remuneration for a longer period of time in circumstances of economic dependency (at least 80% of his or her annual income from the same contracting entity) and does not employ workers (economic dependency);
- they are granted restricted labour law protection, if they enforce such protection namely:
  - prohibition of discrimination,
  - assurance of minimum notice periods,
  - prohibition of cancellation of a contract in cases of unfounded reasons for cancellation,
  - assurance of payments for contractually agreed work appropriate for the type, scope and quality of the undertaken work, taking into consideration the collective agreement and the general acts binding the contracting authority and the obligation of payment of taxes and contributions;
  - enforcement of liability for damage.
- legal protection is not automatic: it exists only if an economic dependant, after the termination of an individual calendar or business year, notifies the contracting entity on whom he is economically dependent, of the conditions under which he operates by submitting to the contracting entity all evidence and information required for the assessment of the existence of economic dependency.

4 Trade union representatives and their protection (Articles 203 - 207 of the Employment Relationships Act)

- **Obligations of an employer towards a trade union**
  - to provide conditions to a trade union for the rapid and efficient performance of trade union activities;
  - notification, access to data;
  - deduction and pay of trade union membership fee from the salary of the workers concerned (upon request of a trade union);

- **Trade union representative**
  - appointed or elected to represent trade union and interests of workers with the employer;
  - trade union activity has to be exercised at a time and in a manner that does not decrease the efficiency of the employer's operations;

- **Special protection of trade union representatives**
  - the trade union representatives referred may not be subject to salary reductions or to disciplinary or damage proceedings brought against them, nor may they be afforded less favourable treatment or placed in a subordinate position because of their trade union activities;
  - prohibition of discrimination;
  - special protection against cancellation + absolutely unfounded cancellation reasons.

5 Additional study literature

- case law of national courts in regard to protection of certain categories of workers.

6 Questions for repetition and strengthening knowledge

- Which are protected categories of workers? In your opinion, is their protection satisfactory or not?

Enforcement and Protection of Rights, Obligations and Responsibilities Arising From the Employment Relationship

In the case of violation of rights guaranteed by labour law regulations or non-fulfilment of obligations, the worker is entitled to legal protection. Legal protection is double:

a) (Primary) protection with the employer (Article 200 of the Employment Relationships Act);
b) Judicial protection before the competent court.

In the time of an employment relationship – the worker has the right to request in writing that the employer eliminate violation and/or fulfil his obligations (procedural prerequisite for judicial procedure). If the employer fails to fulfil his obligations arising from an employment relationship or fails to eliminate the violation within eight working days after being served with the worker's written request, the worker may request judicial protection before the competent labour court within 30 days of the expiry of the time limit stipulated for the fulfilment of obligations and/or elimination of violations by the employer.

If employment relationship has terminated or when decision upon disciplinary liability of a worker is concerned – direct judicial protection (without prior notice to the employer) – time period for lawsuit is 30 days of the day of service or the day when he learnt about the violation of the right (preclusive substantive time period).

Money claims from employment relationship – direct judicial protection – time period for lawsuit: 5 years (claims arising from an employment relationship become statute-barred in a period of five years, Article 202 of the Employment Relationships Act).

Unselected candidate – direct judicial protection – time period for lawsuit: 30 days from the day of receipt of the employer's notification.

Alternative dispute resolution:

- a worker and an employer may agree on dispute settlement through mediation within the period for judicial protection. In the event that mediation is not completed successfully within 90 days following the agreement on mediation, the worker may enforce judicial protection before the labour court within a further 30-day period following the unsuccessfully completed mediation;
- arbitration (determined by a collective agreement); if it is not successful, a worker may enforce judicial protection within following 30 days.

1 Competence for judicial dispute resolution

Competent court = Labour Court (specialized court, status of district court) – Ljubljana, Koper, Celje, Maribor.

The competence for appeals against decisions of court of I. instance lies with the Higher Labour and Social Court in Ljubljana. In cases of revision the decision is made by the Supreme Court of the Republic of Slovenia, the constitutional appeal is decided by the Constitutional Court of the Republic of Slovenia.

Procedural rules are determined in the Labour and Social Courts Act with subsidiary application of rules of the Civil Procedure Act (issues that are not regulated in the Labour and Social Courts Act are to be resolved with reasonable application of rules of the Civil Procedure Act as a general procedural regulation).

The Labour Inspectorate is an authority performing supervision of implementation of the provisions of the Employment Relationships Act and the implementing regulations, collective agreements and general acts of employers which govern employment relationships. If a dispute between a worker and an employer arises the Labour Inspector may hold up the effective termination of an employment contract due to cancellation until expiry of the time limit set for mediation or arbitration and/or judicial protection and/or an enforceable arbitrary award, and/or until a decision of the court on a proposal for the issuing of an interim order in the event that the worker requires an interim order in judicial proceedings no later than by the time of filing an action.

2 Additional study literature

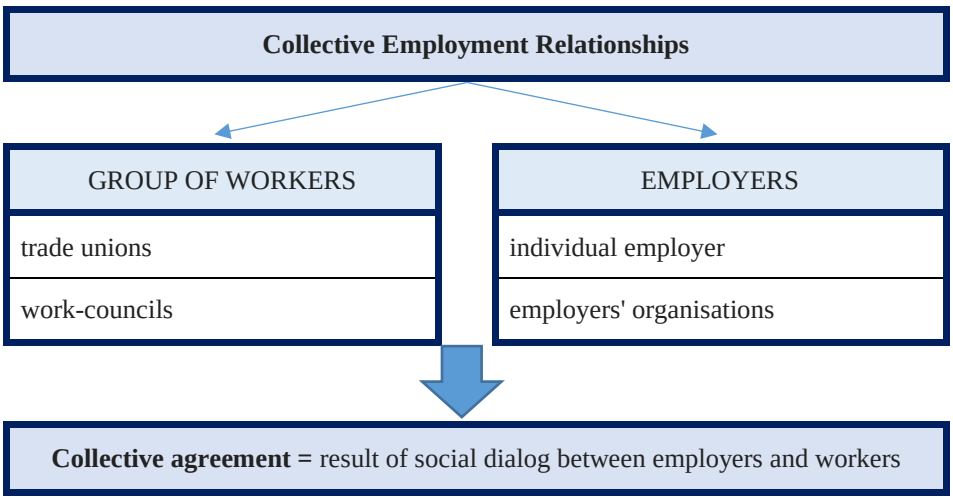
- Labour and Social Courts Act;
- case law of national courts in regard to direct and indirect judicial protection and rights of the parties before the court.

3 Questions for repetition and strengthening knowledge

- In which situations direct judicial protection is given?
- The worker believes that the employer violates his rights guaranteed by labour law regulations. How shall he act?

Collective Employment Relationships

Collective Employment Law regulates relations between a group of workers and an employer or group of workers and group of employers



Basic sources relating to collective bargaining: the Collective Agreements Act, the Representativeness of Trade Unions Act and the Strike Act. A part of collective bargaining is also an institute of participation of workers in management at the level of an enterprise.

Freedom to establish, operate and join trade unions = the constitutional right (Article 76 of the Constitution of the Republic of Slovenia)

- freedom to establish (prohibition of conditions that would limit the establishment of a trade union), freedom to be a member of a trade union (individual voluntary decision of a worker whether to become a member or not) and freedom of operation of trade unions (freedom of collective activities of trade unions);
- part of the right of assembly and association (Article 42 of the Constitution of the Republic of Slovenia);
- connected with the right to strike, which is also the constitutional right;

- does not include the right of assembly of employers – employers are protected under Article 42 of the Constitution of the Republic of Slovenia (in the scope of right of assembly and association).

1 Trade union

- definition: voluntary and interest association of employers, associated with an objective of achieving common goals on key fields, such as salaries, number of working hours and working conditions;
- association for enforcement of social and economic rights;
- fundamental characteristic of trade unions:
  - voluntary and structured association of workers,
  - common goal = fight for economic-social interests of workers and protection of rights,
  - they are financially and economically independent from the employer and the State (usually they are financed by membership fee),
  - their performance is permanent, they have the strength to create a pressure,
  - when necessary, they use »means of pressure« (organisation of a strike);
- trade union becomes legal entity when a decision about storage of a statue or other act is issued.

The most important role in collective bargaining is given to **representative trade unions.** Conditions for representativeness are:

- are democratic and enforce the right of freedom of establishment and operation of trade unions and realisation of their membership rights and obligations,
- have at least 6 months of continuous operation,
- are independent from state organs or employer,
- are mostly financed by membership fee and other own sources,
- have certain number of members, namely:
  - confederation of trade unions is representative at a state level, when their members are trade unions of different branches or professions and where at least 10% of workers of each branch or profession are members of such trade union;
  - a trade union is representative at the level of a branch, profession, municipality or organisation, if it is a part of confederation that is representative at s state level;
  - if a trade union is not a member of confederation representative at a state level, a trade union is representative at the level of branch, profession, municipality or organisation if at least 15% of workers of such branch, profession, municipality or organisation are its members. A trade union in organisation (at the level of a company) is representative under same conditions: if at least 15% of workers in certain enterprise are members of the trade union, such trade union is representative at the enterprise level.

Fundamental characteristic of a representative trade union = conclusion of collective agreements with general validity (collective agreement is binding upon all workers in certain branch or by certain employer, regardless if they are members of a trade union or not).

+

Cooperation in bodies deciding questions of economic and social protection of workers + the right to suggest candidates for workers participation in management in accordance with special statutes.

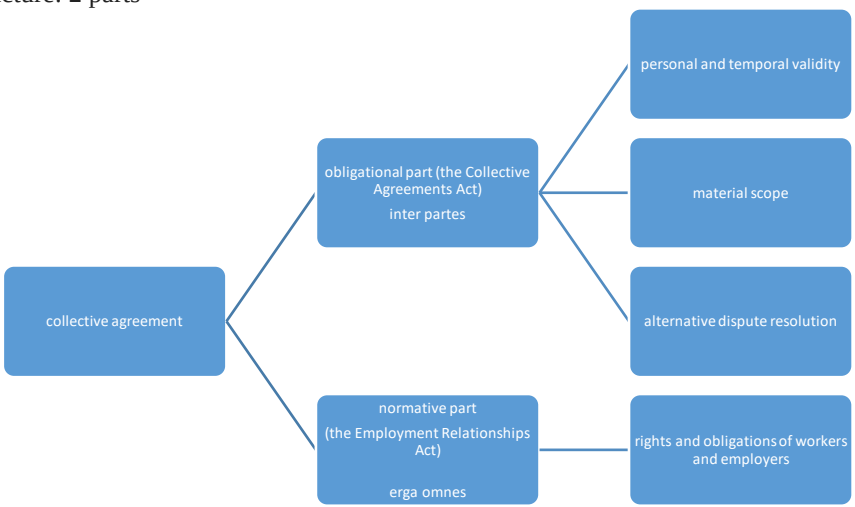
Which trade unions are representative is decided by a decision of the ministry. For trade unions representative due to representatives of a confederation, it is deemed that they possess the decision regarding representativeness, if such decision was issued to a confederation which they are members of. The decision regarding representativeness of a trade union at the enterprise level is adopted by the employer. In the event of a dispute regarding representativeness, the competence lies within the Labour Court.

2 Collective agreements

Main source regarding the content and conclusion of collective agreements is the Collective Agreements Acts; subsidiary application of rules of civil law for questions not regulated in the Collective Agreements Acts apply.

Definition: an agreement concluded between trade unions or associations of trade unions as parties for the account of workers and employers or association of employers as a party for the account of employers.

Structure: 2 parts



2.1 Obligational part of a collective agreement

Material scope of a collective agreement = it states for which employers collective agreement is valid. From the fact who are the members of a collective agreement, material and personal validity of collective agreement depends. The general rule is that a collective agreement is valid for members of association of employers/employer, who concluded a collective agreement. Usually also classification (in regard to general branch classification) for which members of certain association a collective agreement is valid, is made.

Personal validity of a collective agreement = it states for which workers the collective agreement is valid. Two situations have to be differentiated:

- »ordinary« validity of the collective agreement – a collective agreement is valid for members of a trade union who concluded an agreement;
- general validity of the collective agreement – a collective agreement is concluded by one or more representative trade unions and is valid for all workers by employer or employers for which collective agreement was concluded.

Territorial validity of the collective agreement = collective agreements are valid in the territory of the Republic of Slovenia.

Temporal validity of the collective agreement = question of temporal validity – fix-term or indefinite time.

Special characteristic of a fix-term collective agreement: collective agreement cannot be cancelled before the expiry of time for which it was concluded + agreed extended application of a collective agreement (collective agreement is no longer in force, labour standards embodied in it are still suable).

Collective agreement for indefinite time may be cancelled with agreed notice period (between 3 and 6 months; if notice period is not determined – 6 months' notice period).
Temporal validity of the Tariff Annex: Tariff Annex of a collective agreement determines basic starting amount of wage for each tariff group, which are further divided into salary grades. **Tariff Annex is usually concluded for the time period of one year, regardless it being a part of a fix-term or indefinite collective agreement.** Otherwise, the Tariff Annex is a part of normative part of the collective agreement and shares the fate of such normative part, unless stipulated otherwise.

2.2 Extended validity of a collective agreement

- determined with the objective to ensure stability, predictability and security of employment relationships;
- after termination of a collective agreement;
- in all situations of termination of collective agreement;
- if after termination of a certain collective agreement new collective agreement is not concluded, provisions of the »old« collective agreement relating to rights and obligations of workers and employers by conclusion of employment contract, during the employment relationship, termination of employment contract, work payments and other personal payments, reimbursements regarding work and security and health by work are applicable for another 12 months after termination of such collective agreement (unless agreed otherwise).

2.3 The extended validity of a branch collective agreement

If a collective agreement for one or more branches is concluded between one or more representative unions and one or more representative employers' associations, one of the contractual parties can propose to the minister responsible for labour that the validity of the whole collective agreement or a part of it be extended to all the employers within the branch(es) to which the agreement applies. The minister establishes the extended validity of the whole collective agreement or a part of it if the collective agreement in question was concluded between one or more representative unions and one or more representative employers' associations, the members of which employ more than half of all the workers working for the employers for which the extended validity of the collective agreement has been proposed. In deciding about the extended validity of a whole collective agreement or a part of it, the minister is bound by the proposer's proposal = **extended validity of the collective agreement.**

Conditions for the decision: collective agreement in question was concluded between one or more representative unions and one or more representative employers' associations, the members of which employ more than half of all the workers working for the employers for which the extended validity of the collective agreement has been proposed.

2.4 Normative part of a collective agreement

The Collective Agreements Act determines rights and obligation of workers and employers:

- by conclusion of employment contract,
- during the employment relationships and in regard to termination of the employment contract;
- work payments, other personal payments and reimbursements regarding work,

- security and health at work and other rights and obligations arising from a relationship between employers and workers,
- conditions for operation of a trade union by employer,
- other agreements agreed by the parties.

The principle in favorem laboris is applicable also in collective agreements: collective agreement may determine only more favourable rights for workers, unless stipulated otherwise (third paragraph of Article 9 of the Employment Relationships Act). A collective agreement of a lower level (fox example enterprise level) may determine greater scope of rights than a collective agreement of a higher level (for example branch level).

The employer must ensure that all workers are informed of collective agreements binding to the employer. To achieve this objective collective agreements have to be at workers' disposal, where workers may familiarise with the content of collective agreements without supervision.

The supervision of implementation of collective agreements is performed by the Labour Inspectorate.

3 Collective Labour Disputes

Collective labour dispute = a dispute between parties of a collective relationship or between persons to which a status of a party is recognised. The dispute concerns certain collective right, obligation, legal relationship or interest and is either solved by parties itself or by a third party in accordance with special procedure (the third party may also be the court).
Features of collective labour dispute in comparison to individual labour dispute:

- parties: parties of a collective labour dispute are signatories of the collective agreement and persons who have the right to participate in the procedure;
- subject of the dispute: the subject of a collective labour dispute is existence or non-existence of a collective agreement or its implementation, competence for collective bargaining, the compliance of collective agreements with a statute, lawfulness of a strike, participation of workers in management, competence of the trade union regarding employment relationships, representativeness of a trade union, other questions determined by law;
- bodies participating or making a decision in the procedure: commission for conciliation, arbitration or labour court chamber;
- procedure: basic characteristic of resolution of collective labour disputes are broadly developed means of alternative dispute resolution, especially mediation, conciliation, arbitration and other means of alternative dispute resolutions (for example settlement procedure);
- the means of resolution of a dispute or the decision.

3.1 Two types of a collective labour disputes:

- **Dispute regarding rights** (a dispute when parties do not agree with an implementation of certain provision of a valid collective agreement or one of the parties determines its violation);
- **Dispute of interest** (a dispute which is a consequence of different interests; it arises when parties do not agree about questions of conclusion, supplementation or amendment of certain collective agreement; the subject of the dispute is not a right, obligation or legal relationship having grounds in valid legal provision, but an interest for amendment, conclusion of a new or termination of a collective agreement).

For both types alternative dispute resolution is determined. If this is not possible, judicial protection before the Labour Court is provided.

4 Additional study literature

- the list of valid collective agreements accessible at www.gov.si;
- publication by Slovenian Chamber of Commerce (Gospodarska zbornice Slovenije) titled Pogajalske veščine za uspešno kolektivno dogovarjanje, O kolektivnem dogovarjanju in kolektivnih pogodbah, Ljubljana, september 2018 (published in Slovenian language in e-classroom);
- Resolution of the European parliament form 14th September 2016 on social dumping in the EU; OJ EU C 204, 13. 6. 2018, p. 111-122;
- article Katarina Kresal, Odstopanje od minimalnih standardov v kolektivnih pogodbah dejavnosti, Delavci in Delodajalci, št. 4, 2018, str. 659.

5 Questions for repetition and strenghtening knowledge

- What types of an act are collective agreements – contractual or authoritative? What is the difference between them?
- What is the structure of collective agreements? Describe.
- What is the difference between ordinary, extended and general validity of collective agreements?
- Describe and explain on a practical example the difference between individual and collective labour dispute?
- How is the principle in favorem expressed in collective agreements?
- Find three types of collective agreements of different levels on the internet and compare them in regard to temporal, material and territorial validity?
- When is a trade union representative?

The strike – Legal Regime

- the right to strike is a constitutional right (Article 77 of the Constitution of the Republic of Slovenia) interconnected with the right to freedom of establishment of trade unions (Article 76 of the Constitution of the Republic of Slovenia);
- the Strike Act
- definition: an organised stoppage of work by workers with the purpose of exercising economic and social rights and interests arising from work;
- means of pressure from workers with which workers in an organised manner, collectively and voluntarily under the leadership of a trade union express dissatisfaction with their social and economic position. It is an organised opposition of workers against the employer;
- the right to strike is guaranteed solely to workers in an employment relationship;
- fundamental rules of the strike: voluntariness (voluntary individual decision of every worker to participate in a strike or not) and strike organised in accordance with the Statute does not mean violation of contractual or other obligations from the employment relationship (workers have the right to strike, an employer must allow such action);
- **lawful strike = a strike fulfilling formal conditions (strike rules determined in the Strike Act) and substantive condition (demands of workers refer to economic and social rights and interests from work).**

1 Formal conditions:

- adoption of a decision to call a strike (trade union/majority of workers),
- the appropriate content of the decision (workers' demands, time and place of the strike, authority leading strike and representing workers in strike (strike committee)),
- the strike committee must give prior notice of any strike action of at least 5 days,
- the decision must be notified to the employer in writing,
- during strike: a strike must be organised and carried out in such a manner as to safeguard people's health and safety and ensure the protection of property, as well as to enable the continuation of work after the strike has ended + the freedom to work must be ensured for non-strikers + the employer must not apply threat/pressure aimed at ending a strike as soon as possible,

- the strike committee and the representatives of the bodies to which notice of the strike was given must make every effort, from the day the strike is announced and for the duration of the strike, to settle the dispute by agreement.

- in the event of dispute regarding the lawfulness of a strike - assessment whether formal and substantive conditions are given (and not if actual grounds for workers' demands exist);
- in the time of strike an employer may not ordinary or extraordinary cancel an employment contract due to reasons relating to strike, as well as he shall not employ other workers that would substitute striking workers, unless this is necessary for performance of urgent public jobs. Also agency or posted workers shall not be used in this time;
- participation of a worker in an unlawful strike = grounds for extraordinary cancellation of contract + liability for damages;
- a strike ends on the basis of a decision of a strike committee or by an agreement;
- (objective) limitation of the right to strike: the right to strike of workers in organisations which perform activities of special public importance and in organisations which are of special importance for military defence may be exercised only under the condition that they ensure:
  - provision of a minimum level of work which ensures the security of people and property, or is an irreplaceable condition for the life and work of citizens or the functioning of other organisations and
  - performance of international duties of the Republic of Slovenia;
  - the strike must be announced at least 10 days before it is due to start by submitting the strike decision, strike demands and a statement on how the minimum level of work is to be ensured. If the latter is not given, the strike is unlawful. The parties to the dispute – the bodies to which notice of the strike was given and the strike committee – must put forward proposals for resolving the dispute and inform both the workers involved and the general public about these proposals;
  - special statutes regarding certain activities (for example police, healthcare etc).

2 Additional study literature

- Janez Novak; Delovni spori, Ljubljana, GV Založba, 2004.

3 Questions for repetition and strenghtening knowledge

- What are material and formal conditions for legality of a strike?
- What types of organised work stoppage we know in legal theory?

Workers Participation in Management

- Article 75 of the Constitution of the Republic of Slovenia – the Constitution guarantees a possibility of participation in management to all workers employed in enterprises and public institutions;
- source: the Workers Participation in Management Act and special statutes (for example in the field of insurance);
- the Workers Participation in Management Act regulates participation in enterprises, private entrepreneur with at least 50 employees, cooperative, institutions, economic public service, banks and insurance companies (if not determined otherwise by a special statute);
- types of participation:
  - the right to initiative and to the reply to such initiative;
  - the right to information;
  - the right to give opinions, suggestions and the right to reply to them;
  - option or obligation of consultation with an employer;
  - the right to co-decision;
  - the right to withhold employer's decision;
- written agreement between a work-council and an employer regarding rights and other questions (more favourable rights than determined by law);
- the rights of participation are ensured to workers as individuals (individually) or collectively through: a) work-council or workers' representative, b) workers assembly, c) workers' representatives in company bodies.

1 Work – council

- constituted in a company where more than 20 workers with active voting right are employed (up to 20 workers = workers' representative, the same rights and obligations as the work-council);
- Elections:
  - active right to vote (the right to vote representatives of workers; it is given to all workers working in the company continuously at least 6 months. Directors, executives and managers or their family members do not have the right to work);
  - passive right to vote (the right to be elected, it is given to all workers employed continuously at least 12 months);
  - candidates are suggested by workers and representative trade unions;
  - mandate 4 years;

- secret and direct elections;

- **Competences of work-council:**
  - ensuring that laws and collective agreements are properly implemented and reaching agreements with the employer;
  - proposing measures for the benefit of workers;
  - assisting disabled, older and other workers receiving protection to integrate into employment,
  - right to call workers assembly.
- **The status of work-council** (the right to absence from work- 3hours/40 hours for education, special protection against dismissal, prohibition of disciplinary procedure and unequal treatment).

2 Workers assembly

- it is called by the work-council;
- all employees, except managers;
- it is called once a year in the working time, in other cases outside working time;
- it deals with issues falling within the competence of work-council, however it has to competence to decide on these issues.

3 Board-level participation

- **Two-tier structure:**
  - workers' representative in supervisory board: at least 1/3, maximum ½ of workers' representatives, depending from companies' statute, they are named and demoted by work-council;
  - representative of a worker in management board, if more than 500 employees; suggested by work-council, named by supervisory board;
- **One-tier structure:**
  - workers' representative in management board: at least 1 or at least 3 on every 3 board members, defined in statute, named and demoted by work-council;
  - workers' representative may also be an executive director, nominated among member of the management board, if more than 500 employees; suggested by work-council, named by the management board;
- types of board level participation (notification, consultation, co-decision making, withholding the decision of an employer and procedure for dispute resolution, Articles **85-106 of the Workers Participation in Management Act**!)

4 Additional study literature

- provisions of the Workers Participation in Management Act and case law of national courts in this regard.

5 Questions for repetition and strenghtening knowledge

- Cite different means of workers' participation and conditions for each of them.
  - Before acceptance of which acts the employer must consult work-council and when can the work-council withold the decision of the employer?

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Topics for Theses and Potential Research Activities

Topics for theses:

- Trends in regard to employment in the RS and EU
- Amendments of labour law regulations as the consequence of COVID 19 crisis
- Comparison of fixed term employment contracts across Member States of the EU
- The right to strike and its compatibility with the Constitution of the RS
- International work organisation – competences, structure, acts, influence
- Etc.

Potential research activities:

- Possibility of publication of academic articles in regard to labour law in academic journal Delavci in delodajalci: http://delavciindelodajalci.com
- Possibility of publication of academic articles in regard to labour law in academic journal Podjetje in delo: http://www.podjetjeindelo.si
- International labour organisation and the future of employment relationships. More at: http://www.ilo.org

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